

The complaint

Mr G1 and Mr G2 complain about AXA Insurance UK Plc's handling of their home insurance claim.

AXA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AXA has accepted it is accountable for the actions of the agents, in my decision, any reference to AXA includes the actions of the agents.

The complainants are joint policyholders who are father and son. In my decision, I've referred to the father as Mr G1, and the son as Mr G2.

What happened

In mid-2024, Mr G1 and Mr G2 were informed by their water company that the water usage from their property was excessively high. After checking that the water meter was reading correctly, the water company concluded there must be a water leak in the pipework of the property. So, Mr G1 and G2 made a claim under their home insurance policy with AXA.

AXA arranged for their contractors to attend and carry out repairs to the pipework. However, Mr G2 says this didn't resolve the issue. The water company said the pipe was still leaking a significant amount of water.

AXA's contractor attended again and found another leak. Mr G1 and Mr G2 were told this wasn't covered by their policy as the pipework was beyond economical repair.

Mr G2 raised a complaint with AXA. He was unhappy that the claim had been declined. He also said AXA's contractors should have made it clear on their first inspection that the repair or replacement of the pipes wasn't covered. He felt AXA was responsible for delays and causing his elderly father stress.

AXA said a leak to the pipe was repaired in August 2024. After G2 contacted it in January 2025 it arranged for an engineer to be sent out. The engineer found it was due to the pipe failing and being beyond its serviceable life. The claim was repudiated as this would be due to wear and tear which wasn't covered by the policy.

AXA said it was satisfied that all reasonable steps were taken by its contractors at the time, and they wouldn't have been able to detect any further issues.

Mr G2 wasn't satisfied with AXA's response to his complaint so he brought it to the Financial Ombudsman Service.

Our investigator thought the complaint should be upheld in part. He thought it was fair for AXA to repair the initial leak in August 2024. He also thought AXA's decision to not carry out further repairs or cover the cost of replacing the pipework in January 2025 was reasonable. However, he thought AXA's engineer should have explained to Mr G2 that repairing the first leak on the metallic pipe could increase the pressure and lead to further leaks. He was persuaded that Mr G1 and Mr G2 were caused some unnecessary distress and

inconvenience due to AXA's poor communication. So, he recommended AXA pay Mr G1 and Mr G2 £250 to put things right.

AXA disagreed with our investigator's outcome. It said it didn't think telling Mr G2 that a new supply would be beneficial would have changed matters. Stopping the leak was of primary importance to him due to pressure from the water company. It said that, whilst there is always a possibility of more leaks once an old metallic pipe is repaired, it was not definite. It said informing a customer that re-pressurising a pipe may result in a second leak could cause an unnecessary sense of urgency to replace an entire pipeline, which might not be the correct course of action. So, the complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

Mr G1 and Mr G2's policy included cover for:

"Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the home and for which you are responsible."

AXA accepted the claim Mr G1 and Mr G2 made in July 2024 and arranged for repairs to the damaged pipe be carried out under this section of the policy. However, it relied on the following policy exclusion to decline the claim they made in January 2025:

"Gradual deterioration/maintenance

Loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents."

AXA says two leaks were found in close proximity in August 2024. The main one was found to be pinhole leak. It's provided a photograph of the section of pipework that was affected. It says that although the engineer referred to it as "*corroded*" it was not severe enough for it to be an immediate concern that time.

Mr G2 has provided information from the water company which shows high water usage following the August 2024 repair. This includes an email from the water company to Mr G2 which says the data suggested the repair executed by AXA was not successful.

AXA says that when its contractors returned in January 2025, they exposed the previous repair and confirmed it wasn't the source. They found a nearby section of the pipe to be heavily corroded. As this was the third leak and the supply was now considerably corroded and fragile, it was confident the supply was beyond repair and needed a full replacement.

AXA says its engineer would have completed a post repair test which involved a period of monitoring over 30 minutes to ensure no further leaks. It says there were no leaks in the supply when the engineer left the site, but every time an old metallic pipe is repaired, it increases the pressure and this often leads to a secondary burst within a few hours, days or months.

I can't tell from the information I've seen, precisely when this secondary leak occurred, but I'm satisfied this happened fairly soon after AXA's engineers completed the repair in August 2024.

Based on the information AXA has provided, I'm persuaded that the pipework was likely to have been at the end of its serviceable life. So, I don't think it was unreasonable for AXA to refuse to repair or replace the pipework after Mr G2 contacted it in January 2025.

While it didn't resolve the issue, I also don't think it was unreasonable for AXA to carry out the repairs in August 2024. However, I think its engineers should have explained to Mr G1 and Mr G2 that repairing an old metallic pipe often leads to a secondary burst due to the increase in pressure.

I appreciate AXA feels telling Mr G1 and Mr G2 that a new supply would be beneficial wouldn't have changed matters. It says stopping the leak was of primary importance to them and sourcing private contractors, obtaining a quote and having the work completed would only have delayed matters. But Mr G1 and Mr G2 did end up in that position in January 2025 after AXA said it wouldn't repair the other leak.

AXA has commented that some pipes do withstand pressurisation without issue and that it all depends on the condition of the entire run which was not visible to contractors. It's also remarked that informing a customer that re-pressurising a pipe might result in a second leak could cause an unnecessary sense of urgency to replace an entire pipeline, which might not be the correct course of action.

I've considered AXA's comments, but it previously told us that every time an old metallic pipe is repaired it increases the pressure, and this "*often*" leads to a secondary burst either within a few hours, days or months. AXA's engineer was aware that the pipework was metallic and there was visible corrosion on the part of the pipe it replaced. So, it seems that a secondary leak was quite likely. And I think AXA should have communicated this information to Mr G1 and Mr G2.

Mr G1 and Mr G2 were left with the impression that the leaking pipework issue was resolved after AXA's engineers carried out the repair work in August. So, it was understandably frustrating for them to find that a considerable amount of water was still leaking from the pipework months later. If AXA had given Mr G1 and Mr G2 better information, it would have helped them make an informed decision about next steps.

Mr G2 says the situation has caused both him and his elderly father distress and inconvenience. I can see that Mr G1 received a water bill for over £4,000. I understand this has since been reduced after he applied for a leakage allowance. However, I think it's understandable that he found this situation distressing.

Having considered the impact of AXA's poor communication on Mr G1 and Mr G2, I think it would be fair for it to pay them the £250 our investigator recommended.

Putting things right

AXA should pay Mr G1 and Mr G2 £250 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr G1 and Mr G2's complaint and direct AXA Insurance UK Plc to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G1 and Mr G2

to accept or reject my decision before 19 December 2025.

Anne Muscroft
Ombudsman