

## The complaint

Mr B complains AXA Insurance UK Plc (“AXA”) hasn’t settled his claim on his property insurance policy fairly. He also says it provided poor service which caused him distress and inconvenience. All references to AXA include its agents.

## What happened

Mr B took out a property insurance policy covering his buildings and contents in December 2023. Around March 2024, Mr B discovered an escape of water from his washing machine so he made a claim on his insurance policy. He said the escape of water had caused significant damage to his integrated kitchen appliances and the flooring throughout the downstairs of his property. And he said the water damage together with removing the integrated appliances caused irreparable damage to his kitchen units. So his claim was for a replacement kitchen including the appliances and replacement flooring throughout.

AXA previously didn’t agree to cover the cost of Mr B’s replacement appliances as it said he disposed of them before it was able to validate this part of his claim. But it’s now agreed to cover the cost of these. It also declined to cover the cost of a replacement kitchen as it didn’t think there was enough evidence to show that Mr B’s kitchen was beyond economic repair.

After some back and forth, AXA accepted Mr B’s claim for the damage to the floor. But as Mr B removed his flooring before AXA inspected it, it disputed what type of flooring Mr B had – and therefore the cost of its replacement. AXA agreed to cover the cost of removing the floor and fitting a new floor but didn’t agree to cover the cost of supplying the new flooring.

In the meantime, Mr B said his property was uninhabitable. Due to his circumstances, AXA covered the cost of temporary repairs to make it habitable rather than paying for alternative accommodation. This included paying for a new temporary floor throughout his property.

Unhappy with how AXA had offered to settle the claim, Mr B made a complaint. As that wasn’t resolved by AXA, he asked our service to look into things. Our Investigator upheld the complaint in part. But neither party accepted what our Investigator had said in full so the complaint was passed to me to decide. In December 2025, I sent both parties an email explaining my thoughts so far. I’ve included a copy of my email below:

### *“Appliances*

*AXA has already agreed to cover the cost of Mr B purchasing replacement appliances on a like for like basis as recommended by our Investigator. So I haven’t considered that further.*

### *Kitchen units*

*Mr B says his kitchen units were damaged by the escape of water and needed replacing. But as the supplier no longer makes his kitchen, he thinks his entire kitchen needs replacing. But at the moment, I’m not persuaded AXA should cover that as part of his claim. I’ll explain why.*

*I understand following the leak, water covered the whole floor. And I can see from the photos there was damage to the walls with mould present on the wall behind where the washing machine was installed. But I can't see anything in the photos I've been given showing the kitchen units were damaged. I also note from the loss adjuster's preliminary report from May 2024 after seeing the kitchen, the units might need to be removed and re-fitted rather than replaced.*

*The onus is on Mr B to prove his losses and I don't think he has proven his kitchen units were beyond economic repair here and needed replacing – or that there was no alternative but to replace his entire kitchen. So I don't think AXA has acted unfairly by declining this part of the claim.*

### *Flooring*

*Mr B says the escape of water led to water ingress across all of the downstairs flooring including in his living room and kitchen. So he removed all of the flooring before AXA was able to inspect it and validate this part of his claim. Ultimately, AXA has accepted Mr B's claim for damage to his flooring. But the dispute outstanding in this case is over the type of flooring Mr B had – and whether AXA's offer to settle this part of the claim is enough to indemnify him.*

*Mr B says he had wooden flooring throughout the downstairs of his property. And he's been very consistent throughout his claim about this. AXA thinks it was lino as the loss adjuster mentioned lino in the preliminary report. But I'm not persuaded by this considering the loss adjuster didn't see the flooring herself.*

*There's very limited information for me to rely on. So I've thought about the photos I do have available and photos online from when the house was sold around five years before the insured event to decide what I think was most likely.*

*The photos online show throughout the living room and downstairs toilet, there was some form of wooden flooring laid. It's unclear to me what type of wooden flooring it is, for example hardwood or laminate. But I can see a trim around the edge of the flooring which I don't think is usual with lino. I also note there was similar wooden flooring in Mr B's cupboard which wasn't pulled up following the escape of water. And as our Investigator highlighted, there doesn't seem to be a threshold indicating it's likely that flooring continued outside of the cupboard too. So overall, I don't think AXA's decision to settle the claim on the basis the flooring that needs replacing was lino is fair as I think it's more likely it wasn't.*

*In saying that, I can also see from these photos, that the flooring in the kitchen from when the house was sold wasn't wooden flooring. Instead it looks more like lino. And I haven't seen anything to make me think this was replaced with wooden flooring after the photos were taken.*

*So overall, I currently think it's more likely the floor in the kitchen was lino and the floor elsewhere was a type of wooden flooring. I appreciate Mr B's said the flooring in the kitchen was hardwood but I'm not currently persuaded by what he's said. If he has any evidence to show the type of flooring he had – for example, an invoice showing he fitted a new floor after buying the property, he can provide that to me before the deadline set for me to consider.*

*I appreciate AXA wasn't able to inspect the damage to Mr B's flooring before he stripped it out. But it's not in dispute that the escape of water happened and covered Mr B's entire floor. And I think it's more likely than not this would've caused damage to his floor. I also note AXA has accepted liability for this part of the claim – it just hasn't accepted the flooring type.*

*I've looked at the schedule of works AXA has provided. This shows the cost of removing the temporary floor and fitting a new floor. But it doesn't appear to include the cost of the flooring itself. I appreciate Mr B has had a temporary floor installed but this was agreed instead of arranging alternative accommodation for him so I don't think it should count towards the claim settlement. And instead, I think AXA should cover the cost of the replacement flooring as otherwise, it wouldn't be putting Mr B in the position he was in before the insured event occurred.*

*Taking everything together, at the moment, I don't consider AXA has made a fair offer to settle Mr B's claim. Instead, I currently think it should settle the claim on the basis the flooring that needs replacing in the kitchen was lino but the flooring elsewhere was laminate wood flooring or hardwood flooring – whichever costs less to reflect that it's been unable to validate this part of the claim. And it should cover the cost of the flooring itself.*

#### *Handling of the complaint*

*Our Investigator initially recommended AXA pay Mr B a total of £500 to make up for the distress and inconvenience caused to him by how it's handled things which AXA accepted. But after further consideration, our Investigator increased this amount to £600 and AXA didn't agree as it considered it was needed to carry out reasonable investigations into the claim. But I don't think the service it gave Mr B whilst doing so was what I'd expect to see – particularly as I think it caused him a great deal of confusion and didn't explain things clearly enough during this time.*

*I've looked carefully through all of the correspondence on this complaint. I can see there were some conversations with Mr B about settling the cost of the appliances and in an internal email, the loss adjuster did mention that electrical appliances would usually be declared as beyond economic repair if they come into contact with water. But around four months into the claim, AXA identified the appliances would need inspecting further. So I can understand why Mr B felt he was being given conflicting information and I think he would've felt disappointed and confused when his claim was declined.*

*Following the loss adjuster's visit, I can see the preliminary report from the end of May 2024 raised concerns about an extension he was building. And from the correspondence I've been given, it seems Mr B was initially told following the site visit that the next step was for the insurer to approve the claim in full before later being told further information was needed about his extension. Whilst I accept AXA needed to look into this, I think more care could've been taken to manage Mr B's expectations during and following the visit about the impact the extension could have on his policy and claim.*

*Overall, I'm currently satisfied Mr B was given conflicting and confusing information which I can see he found very stressful. And, considering Mr B's disability and the impact on his mental wellbeing, I think AXA should've taken more care. So I'm currently satisfied the compensation recommended by our Investigator - £600 in total – is fair.”*

To put things right, I planned to direct AXA to cover the cost of Mr B's replacement appliances plus simple interest; cover the cost of removing, supplying and fitting Mr B's replacement flooring throughout the downstairs of the property; and pay Mr B a total of £600 as compensation.

I asked both parties to make any further comments in response to my initial thoughts by the deadline set. AXA said it didn't have any further comments to make. Mr B sent me a number of photos of his flooring and details of the floor which said it was laminate flooring. And he confirmed his kitchen floor was lino. Mr B also sent photos of his kitchen units which he said showed they were damaged by the water and the integrated appliances being removed. He explained if AXA put things right in the way I had suggested as part of my initial thoughts, he wouldn't be put back in the position he was in before the damage happened as he wouldn't be able to afford the replacement kitchen.

### **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.

I've considered the comments both parties have made in response to my initial thoughts and I've reconsidered all of the evidence provided. And based on what I've seen, I've decided to uphold this complaint in part, for broadly the same reasons as set out above.

I've looked carefully at the photos Mr B has provided of his kitchen units but I'm not persuaded they show his kitchen was damaged and needed removing and replacing as he says. I say this because I can't see anything in the photos showing the kitchen units were damaged beyond economic repair due to the insured event – the escape of water – or the damage Mr B says occurred due to him removing the integrated appliances. I also haven't seen anything on file that supports Mr B's view that AXA told him to remove the kitchen for replacement. Instead, I note it made references to refitting the same kitchen following redecoration works.

Turning to the flooring, Mr B has said previously in his complaint that his flooring was hardwood throughout. But he's provided evidence now to show his kitchen flooring was lino and further photos to show the rest of his flooring was laminate. So I'm not satisfied AXA's previous offer to settle things on the basis the flooring throughout was lino, was fair.

Overall, based on everything I've seen including the responses to my initial thoughts, I uphold this complaint in part.

### **Putting things right**

To put things right in this case, I direct AXA to:

- Cover the cost of Mr B's replacement appliances upon clear evidence from Mr B of how much they will or have cost him. I believe AXA has a list of the appliances which were declared beyond economic repair so it should use these when calculating the payment.
- Add 8% interest to the above amount from the date Mr B made or makes the payment for the appliances to the date of settlement\*.
- Cover the cost of removing, supplying and fitting Mr B's replacement flooring throughout the downstairs of the property. AXA should base its costs on lino being fitted in the kitchen and laminate flooring of the same quality Mr B had previously, being laid throughout the remaining rooms downstairs.
- If Mr B's already paid for the lino and laminate flooring to be replaced, AXA should reimburse him what he's paid and add 8% interest to this amount from the date he made the payment(s) to the date(s) of settlement upon receipt of evidence showing how much he paid and when\*.

- Pay Mr B a total of £600 as compensation for the distress and inconvenience it's caused him. That includes and is not in addition to the £125 it offered him in its final response letter.

\* HM Revenue & Customs may require AXA to take off tax from this interest. If asked, it must give Mr B a certificate showing how much tax it's taken off.

### **My final decision**

For the reasons I've given, I uphold Mr B's complaint in part and direct AXA Insurance UK Plc to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 February 2026.

Nadya Neve  
**Ombudsman**