

The complaint

Mrs P and Mr P complain that AXA Insurance UK Plc (“AXA”) unfairly declined a claim they made on their buildings insurance policy.

Mrs P has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of “Mrs P” throughout this decision.

What happened

Mrs P held a home insurance policy underwritten by AXA. She contacted them in June 2025 to report that a structural beam inside a barn at her property had failed. She explained that the barn sits close to a main carriageway and said she was worried about the risk of further collapse. AXA noted the urgency and arranged for a loss adjuster to visit, but this visit did not go ahead due to a communication problem, and AXA said they weren't able to re-arrange the visit that same day.

Over the following days, Mrs P repeatedly contacted AXA asking for an urgent inspection and said she felt increasingly anxious because she did not know whether the remaining structure was safe. Unfortunately, before AXA's engineer could visit the property, a larger part of the barn collapsed onto the carriageway and emergency services attended to make the area safe. Following the collapse, AXA's structural engineer assessed what had happened and reviewed the condition of the remaining sections of the barn. AXA relied on the engineer's findings and a previous independent report obtained by Mrs P and concluded that the collapse had been caused by longstanding structural deterioration rather than by a sudden, accidental event and AXA ultimately declined the claim.

Mrs P was unhappy with AXA's decline of the claim and raised a complaint. She said AXA's delay and lack of support had made an already frightening situation worse, and the collapse could have been avoided or limited if AXA had responded more promptly. She asked AXA to reinstate the damaged barn, reimburse the cost of the independent structure report she'd paid for, and pay compensation for the emotional impact of their handling of the claim. AXA considered the complaint but did not uphold it. They said the decline of the claim was correct and in line with the terms of the policy. But they did accept their communication could have been better and awarded £150 compensation. Mrs P remained unhappy with AXA's response to her complaint – so, she brought it to this Service.

An Investigator looked at what had happened but didn't recommend that the complaint should be upheld. They said that two separate structural reports, one commissioned by AXA and the other obtained independently by Mrs P, showed the barn had long-standing weaknesses and these had developed over many years. The Investigator said the reports outlined rot to the timber elements, loss of lateral restraint, outward movement of the flank walls, and inadequate support of the roof structure. The Investigator concluded that, although the final collapse may have felt sudden to Mrs P, it wasn't an accidental event covered by the policy and instead concluded the damage had been the result of gradual deterioration and structural weakness, which the policy excluded. But the Investigator did conclude that they were persuaded AXA handled the claim as well as they should have and

didn't communicate clearly or provide adequate guidance while their assessment of the claim was ongoing. They recommended that AXA should pay a total of £400 compensation.

AXA agreed with the Investigator's recommendation to increase the compensation to £400 but Mrs P did not. While she accepted that the structural reports identified pre-existing issues with the barn, she emphasised that she felt that if AXA had acted sooner, the extent of the collapse could have been avoided or at least limited. She said that AXA's delay in responding to the claim had left her with a financial liability of around £100,000 which she said could have been mitigated if AXA had acted sooner.

Mrs P asked for an Ombudsman to consider the complaint – so, it's 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 the same overall conclusions as the Investigator. I appreciate this will be disappointing to Mrs P – so, I've set out my reasoning below.

I want to start by acknowledging that I've only provided a summary of what happened here as the background of this complaint is well known to Mrs P and AXA. I appreciate Mrs P has made detailed submissions; but I'm not going to address each of these individually. This is not intended as a discourtesy; but instead reflects the informal nature of this Service, however I assure both parties I have read and considered everything submitted carefully.

The crux of this complaint comes down to two main aspects. The first is whether the damage is covered under the policy, and the second is whether AXA's delays made a material difference to the claim, as Mrs P sets out. I've addressed each in these points in turn below, for ease of reference.

Mrs P's policy includes cover for accidental damage to buildings. But it also contains exclusions for loss or damage caused by things such as wear and tear or gradual deterioration. The specific exclusion AXA relied on to decline the claim said they won't cover:

“Any 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.”

So, I've thought about whether I'm satisfied AXA fairly applied this exclusion. As part of the submitted evidence of this complaint, I can see there are three key reports. A 2020 structural report which was obtained when a conversion of the barn was being considered, AXA's commissioned report from July 2025, and a report Mrs P later obtained independently following the collapse.

As the investigator previously set out, the 2020 report describes long standing structural issues, which included an inadequate roof structure, sagging roof lines, water ingress, and significant cracking to the road facing wall. It recommended substantial remedial works to restore the barn to a sound condition and explained that the lack of restraint at the eaves level as well as the condition of the roof were already causing outward movement and cracking.

The 2025 report that AXA commissioned recorded that those issues had continued to develop. I can see that it sets out historic movement of the flank walls, defective drainage,

cracked and bulging masonry and displaced roof tiles. The report concluded that the section which later collapsed had “*longstanding and historical movement*”, and that the collapse was the result of progressive structural weakness, rather than a one-off external event. In respect of Mrs P's report, this also confirmed that the roof and walls were in reasonably poor condition and that the road-facing wall lacked adequate lateral restraint.

So, while each report was prepared at a different time and for a slightly different purpose, I'm persuaded they all point in the same overall direction; that the barn was in a poor condition and state of repair. Taken together, I'm satisfied that AXA has demonstrated, on balance, the barn didn't suddenly fail from an unforeseen, external accident but instead the collapse was due to structural problems that had been developing for a long period of time. And it follows that I'm satisfied AXA were entitled to decline the claim for the cost of rebuilding the collapsed barn based on the available policy exclusion.

I understand why Mrs P feels the collapse itself was sudden, and that AXA may have been able to avoid this if they had acted more swiftly. Ultimately, in order for me to direct AXA to meet the claim on the basis that they could have avoided the damage, I would need to be satisfied that if AXA had done things differently, the outcome would more likely than not have been materially different. But I'm not persuaded that the available evidence supports this position. The claim was ultimately excluded from cover due to the underlying condition of the barn, and I've not seen any requirement in the policy terms that would require AXA to undertake emergency works to a structure which was failing because of long term defects.

Taking everything into account, I am not persuaded that the available evidence shows, on balance, that AXA's delays caused the barn to collapse when it otherwise would have remained stable, or that they created any additional liability which would fairly fall on them rather on Mrs P. This means I do not direct AXA to make a payment for the rebuild of the barn or require them to make any payment to Mrs P for losses associated with it.

That being said, I do recognise that AXA's handling of the claim made an already distressing situation harder for Mrs P than it otherwise needed to be. I can see AXA has already confirmed that their handling of the claim fell short and they offered a £150 compensation. The Investigator later increased this to £400, which AXA has now agreed with. So, I don't need to make an extended finding on this point because AXA has already confirmed that they could have done more here. Instead, I need to think about whether the compensation that they've agreed to is enough to put things right.

In terms of making a compensation award, it's important to note that this Service doesn't punish or fine a business. A compensation award is intended to reflect the impact a business's actions had on their customer. I've therefore weighed up Mrs P's testimony, the available evidence, and the duration of the process. Overall, I think the sum already offered of £400 is fair and reasonable in the circumstances, – so I'm not going to direct AXA to increase this. I recognise this is not the level of compensation Mrs P had hoped for, and it will not ultimately change matters for her, given the larger financial impact from the damaged barn itself. But I'm satisfied this award is in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

I recognise how difficult this claim would have been for Mrs P and I'm naturally sympathetic at the situation she found herself in. I don't underestimate the shock of seeing part of the longstanding building collapse or the uncertainty that followed as well as the financial worry that would have arisen from the structural reports completed. Under DISP 3.6.1, I'm required to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the specific circumstances of a particular case. And ultimately, based on the available evidence I've seen, I'm not persuaded AXA were responsible for the collapse of the barn itself or that

any delays they caused made a material difference to the claim. I appreciate my decision is not the answer Mrs P was hoping for, but I trust my decision explains why I have reached the outcome that I have.

My final decision

For reasons I have outlined above, my final decision is that I uphold this complaint in part. I direct AXA Insurance UK Plc to pay Mrs P £400 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 12 January 2026.

Stephen Howard
Ombudsman