

## **The complaint**

Mrs M is unhappy with the decision by AXA Insurance UK Plc (AXA) to not fully settle her escape of water claim and she's disappointed with the general handling of the claim. AXA were providing a home insurance policy.

## **What happened**

Mrs M said she noticed water leaking through the ceiling in her dining room. She had two separate tradesmen try and find the source the leak, both came to a similar conclusion that it was likely the leak was caused by the pipework (which supplied the shower) behind the tiles.

Mrs M raised a claim and was informed the excess that would apply. She was told to go ahead and find the leak and repair it, which Mrs M's plumber did.

When the leak had been stopped, AXA carried out an assessment of the leak via a video call with Mrs M. Following that call, AXA declined the claim as it said the source of the leak (and damage) was unclear.

As the claim was declined and Mrs M's plumber was on site ready to do the work, she continued with the repair works so she could get her heating back on and utilise the shower.

Mrs M continued to provide photographic evidence to try and get her claim covered by AXA.

Based on the new evidence AXA decided to accept the claim. It paid a cash settlement for repairs to the dining room, based upon its own desktop analysis. It also paid the costs Mrs M incurred in repairing her bathroom, although it didn't cover part of the plumber's cost as it said it was for fixing the leak which wasn't covered by the policy.

Mrs M thought the process she was forced to follow was inefficient, and she doesn't feel the settlement for the dining room is sufficient to cover the costs. She said as the claim was originally declined, she progressed with the cheapest option in moving forward with her repairs, which has resulted in her now having a mismatched bathroom. AXA have acknowledged some of the information provided could've been better and has paid £50 in compensation, but it said the validation process it followed was reasonable.

Our investigator decided not to uphold the complaint. She thought AXA had been fair in the validation of the claim and hadn't delayed the process. She thought the compensation offered by AXA was fair for the inaccurate information received. She thought the settlement of the claim was fair. Mrs M disagreed, so the case has been referred to an ombudsman.

## **My provisional decision**

I made a provisional decision on this on 20 November 2025. I said:

I understand and appreciate why Mrs M chose to get her bathroom repaired after her claim was rejected. She had a plumber ready to do the repairs and she'd been told her claim had been declined. I'm also aware of the impact the bathroom / heating been out of action had on her family due to its vulnerability.

However, I need to be mindful that AXA is allowed to validate a claim before deciding to accept or decline it. I've listened to the call where Mrs M made the claim, and I think she was dealt with fairly. The call handler was attentive and sympathetic. I think it was clear from this call that Mrs M could authorise her own plumber to strip out part of her shower / tiling to source the leak. AXA's call handler explained the cost of fixing the leak wouldn't be covered, however, any costs in tracing or accessing the leak would be covered by the policy. It was clear from this call that the call handler wanted to facilitate Mrs M being able to get her heating back on and be able the use of her bath.

From this point, I think the claim was quite clunky. AXA decided to validate the claim remotely via a video call. I think video calls can be a quick and easy way to validate a claim, however, in some cases it makes it difficult to get to the bottom of what's caused damage. I've watched and listened to the video call.

I can hear the call agent saying he hadn't been able to validate the claim and he asked for further photos to be shared. I think there was an opportunity here for the call agent to ask Mrs M to show him the damaged pipes that were lying in the shower. This would've saved Mrs M having to send photographs later.

However, at this point without any photos been shared, I also think it was possible for AXA to accept the claim. It was clear there had been a leak (the dining room was damaged below), there was evidence of water under the floor boards. If the damage wasn't caused by the pipes in the shower, it was very difficult to argue the leak was caused from some other source. I think the pipes on the floor could've been examined. The leak stopped when the pipe was replaced. I also think Mrs M's testimony throughout, appears consistent and genuine.

Whilst, I appreciate the call handler has discussed "dry areas", at no point has the handler asked to investigate any signs of wear and tear or any other causes for the leak, so I think a common-sense approach would've been to accept the claim at this point. Additionally, I think a more prudent approach by AXA would've been not to have decline the claim so quickly. It had asked Mrs M to provide further photographs, but it took the step of declining the claim before these photographs were provided. Therefore, I intend to uphold this complaint.

With AXA declining the claim, Mrs M, due to the vulnerability in her family, chose to progress with the repairs in her bathroom so she could use the facilities. She said she progressed with the "cheapest and best option" which was wet wall panelling. She said she now has a mismatched bathroom. Therefore, I don't think AXA has put Mrs M back in the position she was in before the incident.

Had AXA accepted the claim, as I think it should've done. AXA would've needed to cover the cost of replacing the damaged tiles and provided a 50% contribution to the matching set. It's unclear what the best way forward for Mrs M is, as she has mentioned affordability issues. Therefore, I intend that AXA cash settle the cost to Mrs M to have her bathroom re-tiled, so it all matches with similar tiles to what she had before (recognising Mrs M would need to pay a 50% contribution towards the cost of supplying and fitting the undamaged tiles).

Mrs M has said the settlement AXA has paid for her dining room is not enough to get the repairs completed. However, I've noted that AXA has told Mrs M it would re-consider the settlement amount if Mrs M is able to provide quotes for the work that is required. I think this is a fair approach. I think it's up to Mrs M to provide these quotes to AXA to assess.

I've considered that AXA hasn't yet paid Mrs M any costs in relation to the trace and access of the leak, but these are covered by the policy. Mrs M has presented an invoice for £345, but AXA has said it doesn't split out the specific cost of trace and access or fixing the leak. It

has asked for Mrs M to provide more information from her plumber. To move this forward, I'm going to estimate these costs. There were three items on the invoice, so I'm allocating one third of the cost to each item. Therefore, I intend AXA pay £115 to cover the trace and access costs (the rest of the trace and access is included in my other award for the replacement tiling).

I haven't seen any evidence AXA's team have behaved incorrectly towards Mrs M. I've listened to calls and they've acted reasonably in my opinion. But I'm pleased AXA acknowledged it provided some inaccurate information. I think the £50 compensation that was offered was fair. I haven't awarded any further compensation, as I think the settlement of the two items I've outlined is a fair resolution to this complaint.

### **Responses to my provisional decision**

AXA accepted my provisional decision and it didn't have anything further to add.

Mrs M didn't respond to my provisional decision.

### **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.

As neither party provided any new information, I see no reason to change my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint. I require AXA Insurance UK Plc:

- cash settle the cost to Mrs M to have her bathroom re-tiled, so it all matches with similar tiles to what she had before (recognising Mrs M would need to pay a 50% contribution towards the cost of supplying and fitting the undamaged tiles).
- pay £115 to cover the trace and access costs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 5 January 2026.

Pete Averill  
**Ombudsman**