

The complaint

Miss F and Mr S complain about AXA Insurance UK Plc's response to their home insurance claim.

Miss F and Mr S are both complainants. As Mr S's been the main correspondent, I've generally only referred to him below. UKI's been represented by agents. For simplicity I've generally referred to the agents' actions as being UKI's own.

What happened

Mr S owns a property - Property A. Around six or seven years ago he became aware of water ingress. He considered the owner of the neighbouring property - Property B - to be liable for the damage by refusing to participate in repairs. Both properties were insured separately by AXA. Mr S was the policyholder for cover for Property A. The owner of Property B was the policyholder for its cover.

Mr S began a liability claim for the damage to Property A against the owner of Property B. AXA as the insurer of Property B responded to Mr S's claim. In October 2024 AXA responded to a complaint from Mr S about the liability claim response. He wasn't satisfied with its position, including on liability, so referred his concerns to the Financial Ombudsman Service. I issued a decision, under a different record, finding this service unable to consider the merits of that complaint about AXA's response to the liability claim against the policy for Property B.

Mr S also claimed for the damage to Property A against his own AXA policy. This decision considers the merits of his complaint about AXA's response to that claim. AXA paid him a cash settlement, under the policy's storm cover, for reinstatement of internal damage to Property A. Unsatisfied with that response to the claim, during 2025, Mr S raised several complaints. He has raised several individual complaint points. However, he has two primary concerns. The first being AXA's refusal to investigate the possibility of there being external storm damage to Property A, something he has linked to ongoing water ingress. His second key concern is his belief that AXA's settlement for the internal damage is insufficient to fund appropriate repairs.

When responding to Mr S's complaints AXA increased its offer for reinstatement of internal damage, from £1,589 to £1,757 (after deduction of excess). It said it was willing to consider, but hadn't received, any competing estimates for the work from Mr S.

AXA didn't agree to Mr S's proposal to appoint a building pathologist to undertake investigations into external damage to his property or his suggestion that it should undertake further investigations itself. It said it has never been made aware of any external damage, to Property A, which could be attributed to a one-off storm event. AXA did consider, but rejected, Mr S's suggestion that a four-day freeze-thaw process, caused by an ice storm in early 2018, had caused external damage. It added that it was willing to consider any evidence, from Mr S, of their being external damage caused by storm.

Unsatisfied with that response Mr S referred his complaint to the Financial Ombudsman Service. He said despite AXA's expert witness, for the liability claim, estimating reinstatement to cost around £2,500 in 2020 AXA is only now offering £1,757. He considers the shortfall unreasonable, particularly when the impact of inflation is considered. He remained frustrated with AXA's response to his claim for external damage to his property. He said its response to his claim has caused him financial loss, significant inconvenience and has affected his health. He has spent his own money on expert reports and lost out on lettings.

Our Investigator found a lack of evidence supporting external damage to Mr S's property, so wasn't persuaded AXA should undertake further investigation. She also found a lack of evidence, such as competing estimates, of AXA's settlement offer for internal damage being too low. So, she didn't recommend AXA do anything differently. As Mr S didn't accept that outcome the complaint was 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.

Mr S has provided several detailed submissions. As this is an informal service I'm not going to respond here to every point he and AXA have made about each issue raised. Neither have I addressed every piece of evidence provided. Instead, I've focused on what I consider to be the key points and evidence. But I would like to reassure both that I have considered everything submitted.

external damage and further investigations

Mr S feels AXA has failed to carry out a full assessment of storm damage to Property A, dating from 2018. He says it has unreasonably limited its considerations to internal damage arising from the same weather event. In summary he believes a freezing rain event, with a process of freezing-thaw, caused damage to masonry and roofing abutment. That, in his opinion, consequentially, through allowing water ingress, resulted in further damage to the building. He's frustrated that AXA hasn't physically inspected the property to review the possibility of such damage. Neither will it agree to his proposal to instruct a building pathologist for the same purpose.

AXA's position is that there is no evidence of such damage to Mr S's property, and it isn't responsible for investigating speculative issues. It's said if he wishes to appoint such an expert it will consider any reasonable costs, but only if the damage is shown to be the result of an insured peril.

Having considered everything provided, I can't say AXA's position is unfair or unreasonable. It's only required to cover loss or damage arising from the perils listed in Mr S's policy. It did, in its early June 2025 complaint final response, consider Mr S's ice storm damage position. It did so in line with the approach this service uses to consider claims against storm cover. AXA didn't accept there to be evidence of storm damage to the property, finding Mr S's four-day thaw-freeze process to be implausible.

I haven't seen any persuasive supporting evidence of storm damage, ice or otherwise, to Mr S's property. I say that having considered various expert reports for Property A and Property B - and having considered Mr S's comments. None of the reports, including those commissioned by Mr S, provide any persuasive evidence in support of his freeze-thaw argument, or of there being external storm damage to Property A. As examples, neither a July 2021 surveyor's report or March 2024 building pathologist report (both seeming to have

been commissioned by Mr S) make any reference to storm damage to Property A or support his argument. Instead, they appear to find ongoing water ingress to originate from Property B.

It's possible there is ongoing water ingress, and wider damage to Mr S's property, but that doesn't automatically mean AXA's responsible for investigating the cause or providing a solution. It's reasonable for AXA to expect to see, before it undertakes investigation, evidence that one of the policy's insured's perils is potentially responsible for damage. In this case, due to the lack of evidence, I can't say it acted unfairly or unreasonably by not accepting a claim for external storm damage or by refusing to undertake further investigation. AXA's acted reasonably by explaining it's willing to consider further evidence from Mr S. So, I'm not going to require it to do anything differently on this point.

settlement offer

AXA's settlement offer is based on a schedule of works produced by its loss adjuster (LA). It considers the offer reasonable, and sufficient for Mr S to pay for a contractor to complete repairs. Its invited him to, if he considers its settlement to be insufficient, provide a comparison quote or report for its consideration.

Mr S has made several points about the scope of the schedule of works, the unrealistic nature of the costings, the qualifications of AXA's LA and so on. It's possible he's made some valid points, but for me to require AXA to increase the settlement I'd need to see persuasive supporting evidence that the settlement is insufficient.

To challenge AXA's settlement Mr S's provided various calculations of his own, of specific items. But to be persuaded AXA's settlement is insufficient, I'd expect to see a competing estimate of the schedule of works and related costings that demonstrate clearly that AXA's offer is unreasonable. Importantly, despite being offered the opportunity to provide such evidence on several occasions, he's failed to provide anything persuasive from a contractor or other relevant expert. Without an alternative estimate to challenge AXA, I can't fairly find that its detailed and costed schedule of works is unrealistic.

I have seen a costed schedule of works dated March 2020. Its not clear who provided this as there's no source or company name attached. So, it's not possible to understand the qualification, knowledge or experience of whoever produced it. In any event it appears to be relevant to the liability claim, so it might not cover the exact repairs accepted for the storm damage claim. For a similar reason AXA didn't agree to base its storm damage settlement offer on a circa £2,500 repair estimate created for the liability claim. Its explanation an estimate created for one claim might not provide a fair comparison for another is reasonable.

So, I can't fairly require AXA to increase the settlement offer. AXA's offer to consider any competing estimates is fair and reasonable. So, I'm not going to require it to do anything differently here.

Mr S has pointed out he's paid for various reports to support his claim. In some circumstances I'd expect an insurer to reimburse the costs of supporting expert reports. But I'd usually only require that where the expert's involvement has had a significant influence on the outcome of a claim. That doesn't appear to be the case for Mr S's reports.

Mr S feels he's been disadvantaged by AXA being the insurer for both Property A and Property B. I can only, in this complaint about its actions as the insurer of Property A, consider how it has responded to his claim against his own policy. I haven't seen persuasive evidence of him having been unfairly or unreasonably disadvantaged by AXA's actions when

responding to his claim. I'm satisfied that overall, it responded in a reasonable way, allowing him opportunity to provide evidence and responding to him appropriately.

Finally, Mr S's unhappy with how AXA has communicated with him at points, and its decision to correspond with in writing only. I note that there's been an apology from AXA for the style of some of its communication with Mr S, including the way calls were ended. I consider that sufficient action in the circumstances. I'm also satisfied AXA provide a reasonable explanation for its decision to restrict communication to writing - it considered it to be more efficient to do so.

My final decision

For the reasons given above, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F and Mr S to accept or reject my decision before 19 May 2026.

Daniel Martin
Ombudsman