

The complaint

Mr and Mrs T complain about the decline of their buildings insurance claim by AXA Insurance UK Plc ('AXA').

Any reference in this decision to AXA as the underwriters (insurers) of this policy includes the actions of any agents acting on their behalf.

What happened

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

On 31 July 2025, Mr and Mrs T made a claim on their home insurance policy following damage to sky light windows at their property. AXA arranged for a survey/inspection to take place of the damage. The claim was declined as AXA said a one off, insured event covered by the policy had not occurred. Instead, AXA said the damage occurred over time and poor workmanship/design may have contributed.

Unhappy, Mr and Mrs T made a complaint about the claim decline and the service provided (delays) whilst reaching that decision. AXA didn't uphold the majority of the complaint but offered £75 to recognise service failings. Mr and Mrs T remained unhappy and referred their complaint to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of this decision

I'll be deciding if (based on the available evidence) AXA fairly considered this claim, before declining it in line with the policy terms.

It's not in dispute that AXA let Mr and Mrs T down when responding to their claim. I say this because AXA paid £75 compensation in their final response letter dated 27 September 2025. I note that in their complaint form, Mr and Mrs T haven't specifically referred to the service provided/delays being part of this complaint. But for completeness, I will also consider that award.

Mr and Mrs T have placed heavy emphasis on their windows being double glazed, as AXA have referred to some being single glazed in their surveyor's report. Mr and Mrs T say this detail undermines the credibility of the report. Having carefully considered the available evidence including photographs, I can understand why AXA may have referred to single glazed windows. However, this point doesn't materially impact the outcome I've reached - as thermal expansion (the damage being claimed for) can occur in both single and double glazed windows and AXA would still need to show that they'd fairly considered the claim before declining it.

The claim decline

The starting point with any insurance claim is the insured (Mr and Mrs T) must show (within reason) that an insured event covered by their policy has occurred. If they can, the onus then passes to the insurer (AXA) to consider the claim and either settle it in line with the policy terms or show that a policy condition or exclusion applies that allows them to fairly decline the claim or limit their outlay. The damage being claimed for here would typically be considered under the accidental damage section of cover.

Mr and Mrs T say thermal expansion of glass, following a period of very hot weather in 2025 caused the damage to their sky light windows. They've provided testimony from their builder that *"recent extreme heat had damaged the surrounds, and caused the glass to slip out of its holding"*.

AXA relied on the general policy exclusions relating to wear/tear and faulty design, workmanship or contractor fault to decline the claim. They've said: *"The flashing had slipped, rotting was seen to the timber frames, showing it to not be a one off incident. The screws used externally on the window are internal screws with caps put over the top. There are no glazing support bars to support the windows. The damage to the windows is as a result of poor workmanship & as per the above, it is not thermal expansion that has caused the damage."*

Having carefully considered the evidence, I find AXA have fairly considered the claim and shown that they can fairly rely on the referenced policy exclusions to decline the claim. I'll explain below why I find their position to be reasonable.

- Photographs from April 2025 and online photos from May 2025, taken around two months *prior* to the period of very hot weather and the first reporting of the damage to AXA, show damage (movement of flashing) had already occurred near one of the windows. This doesn't support a period of extreme heat being the proximate cause.
- AXA's report refers to several design/workmanship issues including: *"...interior mirror screws being used as fixing points...no evidence of glazing support bars...no evidence of fixing points for the lead flashing along the bottom of the unites and does not appear to be dressed correctly..."*. Having considered the evidence, I find these conclusions to be reasonable.
- Tested against the rest of the available evidence, on balance, I find the findings of AXA's expert report to be more persuasive than Mr and Mrs T's expert report. AXA's report is also more detailed, and the alternative report doesn't comment on the window surrounds or the design. I acknowledge Mr and Mrs T's feeling that the single/double glazed reference undermines their confidence in the report, but I find that the report is still important evidence in this complaint.

On balance, I find AXA's position – a single one-off insured event hasn't occurred, but damage that has occurred gradually over time due to design/workmanship issues to be fair

and reasonable. It follows that AXA have shown a policy term applies that allows them to fairly decline the claim.

It appears that the windows were fitted around 2015. It may be the case that Mr and Mrs T can seek recourse against the manufacturer or fitter of the windows. They'd need to take independent advice on that matter.

The service provided

As AXA made an offer in their final response letter, I've considered the avoidable impact (delays) on Mr and Mrs T alongside our published guidelines on these types of awards. I find the £75 that has been paid to be broadly fair, reasonable and proportionate. The initial claim response was in a timely manner, but delays occurred afterwards related to the appointment of an appropriate contractor. The period from first notification of the damage to the claim decline was just under four weeks.

My decision will disappoint Mr and Mrs T, but it ends our service's involvement in trying to informally resolve their dispute with AXA.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 26 February 2026.

Daniel O'Shea
Ombudsman