

The complaint

Miss B complained about the customer service she received, and the repairs carried out under her home insurance policy with AXA Insurance UK Plc ("AXA").

What happened

Miss B made a claim on her policy on 22 June 2021 when a small stone was flicked up from her lawnmower causing damage to her lead patterned window. AXA appointed a glazing contractor who assessed the damage on 25 June 2021. The contractor installed a temporary repair on 7 July 2021. However, the contractor was unable to fit the permanent window replacement as planned on 3 August 2021 as there was some internal approval issues.

When Miss B complained, AXA accepted it had let Miss B down and offered her £75 for the distress and inconvenience it had caused. It also apologised. AXA provided Miss B with the following options to move the claim forward to resolve her complaint:

- estimate to be submitted from a local contractor of your choice for our consideration
- a cash settlement to be offered, so you can appoint a company of your choice to complete the repairs
- allow our current supplier to complete the repairs

Miss B opted for AXA's contractor to complete the repairs, but when the new window was fitted on the 18 September 2021 she was unhappy with the workmanship. She said, *"there are no excuses for sticking lead to a window rather than soldering it on, colour matching red with orange or missing off details on the pattern when being done manually"*.

AXA felt it had met the terms and conditions of the policy, so wouldn't do anymore. So, Miss B at her own expense decided to replace the window AXA's contractor had fitted so it matched the other windows in the house.

Our investigator decided not to uphold the complaint. The investigator thought AXA had met its obligations under the policy. He said *"I think AXA has tried to replicate the original glass, but unfortunately meeting the original specification isn't always possible. So, while I can understand why Miss B is unhappy with the final product installed by AXA, I think that AXA has made a suitable attempt to match the glass previously fitted"*. Miss B disagreed, so the complaint has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 16 June 2022. I said:

"The main part of Miss B's complaint is that she doesn't think the replacement glass AXA has fitted is reasonable as its design is different to what she had in place before the accident. Miss B commented on the replacement window, she said:

*“Rose colour is not the same pigment and looks orange
The bottom rose is not the same design it has extra leading at the bottom
The bottom rose has a piece of lead missing (3 o’clock positioning)
The leaves on the top rose bud hanging down are a different design”.*

She also said the quality of the lead was poor as it was “stuck on” to the window as opposed to been soldered on and she said this wouldn’t last as long.

I have checked what the terms and conditions state to understand what AXA is liable for under this claim in respect to repairing or replacing the damaged lead patterned window.

The policy sets out AXA’s responsibilities. It states “we will choose the most suitable option for you when repairing or replacing damaged items” and it goes on to state “where we replace an item, we will do our best to meet the original specification on a new for old basis. If we can’t find an exact replacement, we’ll offer you a suitable alternative, or a full cash settlement”.

I have examined the photographs provided by Miss B to see how her replacement window looks compared to her old window. Whilst the design appears similar – I think there is an obvious and distinctive difference between the colours used in the replacement window and the colouring of the lead, suggesting a different type of material or application of the material to the glass.

However, as the terms and conditions set out, AXA can offer a suitable alternative if it can’t find an exact match or offer a full cash settlement. However, I can’t see in any of the claim notes that it was ever pointed out to Miss B before the work happened that there would be these distinctive differences and she was never asked if she accepted these. Therefore, I don’t think AXA has followed a reasonable process. I think it should’ve highlighted these differences to Miss B before having the glass made. I think AXA needed to gain a positive acknowledgement (approval) from Miss B to go ahead with the works on this basis. As I haven’t seen evidence AXA has done this, I intend to uphold this complaint.

I think it’s likely had AXA presented details of the differences in the replacement glass to Miss B, she would’ve not chosen for the work to go ahead. At this point, AXA should’ve offered Miss B a full cash alternative. I have noted this was offered to Miss B earlier in the process, but she opted to go with AXA’s contractor as she was concerned she wouldn’t be able to fully recover the costs of her chosen contractor. However, I don’t think she was aware at this point AXA wasn’t able to fulfil her requirements.

Miss B has since had the glass replaced again so it matches closely with the rest of her windows. Therefore, as AXA should’ve offered a full cash alternative, I intend for AXA to reimburse Miss B these costs on production of valid receipts. As Miss B has been without this money, I intend for AXA to pay 8% simple interest from the date Miss B paid these costs to the date AXA reimburse Miss B.

Miss B complained about the general customer service she received and the delays in AXA completing the works. AXA initially fitted the replacement glass three months after the claim was made – there were several reasons for the delay, and I think these were all the responsibility of AXA and its contractors. AXA has offered Miss B £75 compensation for the poor service she has received.

However, I don’t think the compensation is fair. I would’ve expected for a simple claim like this to be resolved in a maximum of six to eight weeks, allowing generously for time to design the windows. I can see on the case notes that the claim handler has chased

numerous times for updates on how the claim is progressing. Given it was known there were delays, I think AXA should've done more to mitigate this.

In addition to this, the end-product was not fit for purpose. It was not in keeping with the type of house. This resulted in Miss B replacing the window again at her own expense. I think the fact she has done this at her own expense shows the level of disappointment she had with the end-product and the frustration she experienced seeing the window everyday looking odd at the front of the house. Miss B will have had inconvenience arranging the replacement. Therefore, I intend in total to award £250 compensation (£175 more than already offered) for the distress and inconvenience caused”.

Responses to my provisional decision

Neither Miss B nor AXA replied 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.

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

My final decision

My final decision is I uphold this complaint, I require AXA Insurance UK Plc to:

- Reimburse Miss B for the costs she's incurred replacing the window (on production of valid receipts), plus 8% simple interest* (from the date Miss B paid these costs to the date AXA reimburse Miss B)
- Pay £175** compensation (plus £75 already offered if it hasn't yet been paid) for the distress and inconvenience caused.

*HM Revenue and Customs requires AXA Insurance UK Plc to take off tax from this interest. AXA must give a certificate showing how much tax it's taken off it if Miss B asks for one.

**AXA Insurance UK Plc must pay the compensation within 28 days of the date on which we tell it that Miss B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 23 August 2022.

Pete Averill
Ombudsman