

The complaint

Mr G complains about the actions of AXA Insurance UK Plc (“AXA”) related to an ongoing claim made under his buildings insurance policy.

Any reference to Mr G or AXA includes respective agents or representatives.

What happened

The background of this complaint is well known between parties and has been detailed at length elsewhere. So, I’ve summarised events.

- In 2010 Mr G’s property was damaged by an escape of water.
- Mr G made a claim on his AXA policy for damage to buildings and contents. And this matter is yet to be resolved.
- Across the life of the claim, Mr G has raised many concerns about AXA’s handling of the claim. Many of these matters have been referred to this Service for consideration.
- Most recently, a final decision was issued in February 2021. The Ombudsman explained they had considered events from December 2017 onwards, making findings on a range of complaint points, including:
 - Delays to repairs to the property
 - AXA’s cash settlement offer
 - The storage of Mr G’s personal effects
 - Maintenance of the property during the life of the claim
 - AXA’s actions following locks being changed leading to use of his credit cards
 - Removal of items from the property
 - Alternative accommodation and expenses
 - AXA’s communication
- The Ombudsman discussed each of these points and didn’t uphold the complaint or direct AXA to do anything further. Notably concluding its offer to cash settle the claim to a value of £250,000 in full and final settlement was fair in the circumstances and based on the evidence put forward by both parties.
- Mr G brought a further complaint to this Service. Raising concerns about AXA’s actions as well as historic matters determined in previous complaints.
- Our Investigator looked into things. He explained why he would be unable to investigate matters that had already had a final decision, including alternative accommodation, use of his own credit cards leading to avoidable debt, historic expenses, repairs, quality of works and claims handling. Particularly as the previous decision had determined AXA’s full and final settlement was fair previously.
- The Investigator said nor would he be able to comment on matters that were yet to be raised with AXA, including a complaint about premium renewals. He found:

- *Unpaid expenses and costs*: Mr G had not provided any specific evidence about costs incurred after September 2019, with anything prior being covered by previous decisions. He said any further matters need to be clearly set out by Mr G that are unconnected to any previous complaints considered by this Service or legal action taken by his own solicitors.
- *Fly tipping*: Mr G said there had been instances of fly tipping in his garden which AXA should take responsibility for. The Investigator said the most recent final decision had determined AXA was responsible for the maintenance and upkeep of his garden. And our Investigator said nothing had changed so he was satisfied AXA wasn't responsible for this.
- *Contents in storage*: Mr G had made efforts to obtain his items from storage since early 2021, but this hasn't taken place, and AXA had provided no reason why. So, the Investigator upheld the complaint on this point, awarding £300 compensation.
- Mr G disagreed providing several extensive replies. Within these he reiterated his concerns about previous decisions and conclusions reached by our Ombudsmen and Investigators on previous cases, as well as commentary about AXA's actions across the life of the claim, the impact of such actions, as well as criticism of AXA's cash settlement offer and how it reached such a figure.
- AXA also disagreed, saying it had offered to remove all of Mr G's contents from storage, clean them and return them to him. But it hadn't taken this action as Mr G had given conflicting requests about doing so. It also provided email chains that it said supported this and showed Mr G had visited the storage location in May 2021.
- The Investigator looked again but didn't change his mind. He said the settlement had been made in April 2020 and was inclusive of all matters related to the claim, which was previously agreed as fair and reasonable within a final decision, so he would not revisit any such matters related to costs or expenses.
- And in reference to storage items, the Investigator agreed Mr G appeared to have visited the storage location, but said it was still clear some specific items had been requested to be delivered to him and this didn't take place as it should've so the compensation awarded was fair.

So, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I'm upholding this complaint. I'll explain why.

Mr G's submissions to this Service span many pages. Within this decision I won't be responding in similar detail. This is not intended as a discourtesy, but a reflection of the informal nature of this Service.

My role is to focus on what I consider the crux of the complaint to be which means I will only comment on those things I consider relevant to the decision I need to make – which also means I've not focused on the matters previously determined by this Service as I cannot revisit them. This means I won't comment on everything Mr G has said but I can confirm I have read and considered everything said by both parties.

Unpaid expenses and costs:

The 2021 final decision covered off the topic of AXA's full and final settlement. Mr G brings further expenses he wishes to have covered. As our Investigator has discussed, this matter isn't going to be readdressed as the decision was final. So, Mr G may still be able to take action against AXA for any alleged owed sums, but it will not be through this Service.

Garden maintenance/fly tipping:

Mr G has made reference to a direction made by this Service going back to 2013, which made requirements of AXA at the end of the claim in relation to reinstating the garden to its pre-loss condition. Within the February 2021 final decision the Ombudsman touched on this point, saying he would not readdress this particular point given the historic direction. For the same reasons it's apparent this matter has been considered by this Service previously and so I will also not be discussing this point any further.

Mr G has said he holds AXA responsible for fly tipping at the property given the condition of the garden. Aside from any such obligations AXA may have accepted described above, on an ongoing basis I simply wouldn't consider it reasonable to hold AXA responsible for such actions of a third-party fly tipping on the property. So, this isn't something I'm going to make any further direction on.

Contents in storage:

Mr G has said AXA has been obstructive in allowing him access to his contents.

AXA has provided email chains that suggest Mr G did visit the site in May 2021 and say this is evidence his ability to access the contents were not obstructed although it did acknowledge some delays in doing so.

Having reviewed all of the correspondence, I'm in agreement with our Investigator that the evidence suggests Mr G was requesting for items to be delivered and others to be inspected since December 2020. And by July 2021 Mr G was still chasing AXA to take action in regards to at least some of these points. So aside from Mr G visiting the storage site, it seems there were delays and issues still ongoing. And in light of the background to the complaint and history of the claim, I can see the impact of this matter would've been compounded. So, I'm directing AXA to award £300 compensation.

My final decision

For the reasons given above, I'm upholding this complaint and direct AXA Insurance UK Plc to pay Mr G £300 in compensation for the distress and inconvenience it has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 January 2023.

Jack Baldry
Ombudsman