

The complaint

Miss B has complained about how AXA Insurance UK Plc (AXA) dealt with a claim under her home insurance policy.

Miss B is represented in this case by Ms C, who I will refer to at various points in this decision. References to AXA include companies and contractors acting on its behalf.

What happened

Ms C contacted AXA to make a claim following a flood at Miss B's home. AXA accepted the claim and started drying the property. The drying was signed off as complete but when works were due to start, the kitchen floor was lifted and water and mould was found. Drying had to restart at the property.

Ms C raised a number of complaints with AXA because of the impact of the delays with progressing the claim. When AXA replied it accepted there had been issues and offered a total of £360 compensation.

So, Ms C complained to this service. Our investigator upheld the complaint. He said AXA could have done more to progress the claim and to assist Miss B due to her disability. He said AXA should pay an additional £500 compensation.

As Miss B didn't agree, the complaint was referred to me.

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 uphold this complaint. I will explain why.

I have read the detailed evidence about the claim and complaint, which I will briefly summarise. I'm aware of the range of issues, even if I don't refer to all of them here. When Ms C first registered the claim, AXA seemed to promptly start the drying process. When the property was signed off as dry, it then seemed to take considerable chasing from Ms C for the claim to progress. This included the drying certificate not being issued and contractors not providing information. There were also issues, such as with the storage of items. When a start date was proposed for the works, this was more than three months after the drying was completed. The start date was then missed and Ms C also hadn't been asked for material choices for some of the work. Works were then rescheduled to start about two months after the previously agreed start date. When the works started, a contractor lifted the kitchen floor and found moisture and spores.

I would expect some aspects of the work to still need to be agreed after drying was completed. For example, to ensure the level of damage was clear. But there were clearly a number of errors and communication issues that delayed the works from progressing. Miss B also needed confirmation of how the furniture and other issues would be dealt with, as

items, some of which were bulky, needed to be moved before the works could start. Many months after the original drying was completed, further drying was identified that needed to be carried out, which continued to delay the work to repair the damage from starting.

I can see this had a significant impact on Miss B and the delays and the reasons for them went well beyond the level of distress and inconvenience that might be expected as part of any claim. Miss B also had a medical condition and was a wheelchair user. So, I think the issues with her home, including the significant ongoing disruption to it and the issues around moving and storing items will have impacted her more than others might be affected.

I've thought about this carefully. I'm aware the issues also affected Miss B's representative and other family members. However, Miss B is the only person named on the policy and the only person I can award compensation to. AXA confirmed to this service that it had already offered £360 compensation. Given the range of issues, including the multiple delays in progressing the claim, poor communication between contractors and the issues with the drying, I think AXA should pay an additional £500 compensation. So, a total of £860. I think this is a significant level of compensation that more fairly reflects the impact on Miss B of the issues throughout the claim.

I'm aware that issues continued with this claim after the complaint period I've considered and that Ms C has made further complaints. But I haven't taken this into account as part of my decision, as they need to be considered by AXA.

Putting things right

AXA should pay an additional £500 compensation, which is a total of £860 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require AXA Insurance UK Plc to pay Miss B an additional £500 compensation, which is a total of £860 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 January 2023.

Louise O'Sullivan
Ombudsman