

## **The complaint**

Mr S and Mrs C have complained about their home insurer AXA Insurance UK Plc regarding a claim they made in 2018 for damage caused by a water leak.

Mr S has dealt mainly with the claim and complaint. For ease of reference, I'll mainly refer to him during the body of my decision. AXA uses various companies to act on its behalf in handling the claim. AXA is liable for the actions of those it instructs. I'll only refer to AXA by name in this decision.

## **What happened**

Mr S made a claim in 2018 following a leak. The claim was initially declined by AXA, with a complaint made to the Financial Ombudsman Service. An Ombudsman colleague considered the complaint and issued a decision in May 2020 directing AXA to settle the claim and pay compensation. AXA, in June 2020 appointed experts with strip-out work taking place between November 2020 and March 2021. A scope of works was completed and the work put to tender in May 2021. The family, living elsewhere since November 2020, returned home in August 2022.

In November 2022 Mr S, having first referred to AXA, made a further complaint to this service. He felt AXA had delayed the progress of the claim, particularly in respect of the kitchen – AXA hadn't answered this issue. He wanted AXA to pay him for reinstating his garden – he had a quote for £10,800 for some work, with other costs pending but AXA had only offered £500. Mr S had also asked AXA for costs incurred for fuel for extra car journeys necessary due to the family living elsewhere between November 2020 and August 2022 – AXA said this type of cost wasn't covered.

Our Investigator asked AXA if we could consider the delay issue, which it agreed to. Our Investigator, considering the claim since our previous decision, felt that whilst it had been prolonged it had not been unreasonably delayed by AXA. She felt the £500 offered for the garden was fair. She felt AXA should be paying fuel costs. She noted some advice from AXA's loss adjuster, recommending payment in this respect of £600. She felt that was fair so said AXA should pay it.

AXA said it agreed with the view. Mr S said AXA had been shown proof his kitchen could not be reinstated and it had initially refused to include costs for the downstairs cloakroom, both of which caused delays. With AXA causing others besides. He said the garden was only overgrown due to the leak which necessitated living away from home – if AXA had told him earlier it wouldn't assist him much with this, he'd have employed a gardener and challenged it for the costs later. He said the sum for fuel costs could justifiably be higher. His complaint was referred for an Ombudsman's consideration.

## **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.

### Delay

I appreciate that, for Mr S, this claim took a very long time to conclude. But I don't think there were any unreasonable delays caused by AXA after our previous decision. I note AXA took some time, following our last decision, to decide its course of action but once that was decided a loss adjuster was appointed straightaway, with reasonable claim considerations resulting which allowed for strip-out to commence in November 2020. A full scope and then tenders could not be organised until after that phase was complete. Ultimately the parties agreed to settle the claim in cash and final sums were agreed in October 2021. I appreciate this is a high-level summary of activity – but within those phases I can't see anything which makes me think AXA caused overall delays to the claim.

I've also carefully considered Mr S's points about the kitchen and downstairs cloakroom. Considering the cloakroom first, I don't see any unreasonable delay caused by AXA here. Seemingly when strip-out work was being agreed in 2020, at which time Mr S was represented by loss assessors, AXA had some concerns about the extent of work necessary in this room. But the loss assessors presented further evidence to AXA and, following further claim negotiations, when it came time to settle the claim, the later discussions about what AXA would pay for reinstatement did not debate costs regarding the cloakroom at all. I haven't seen that any delays were caused by AXA challenging the cloakroom costs and it wasn't unreasonable for it to have done so.

I know Mr S sent AXA proof in early 2021 to show the kitchen could not be refitted and AXA's final settlement, including kitchen replacement costs was not issued until October 2021. Given this detail alone, I can see why Mr S thinks AXA should have agreed the kitchen replacement sooner. But I see that AXA, having considered this evidence, wanted to review the units once they were returned from storage. That was a reasonable response from it. That occurred in July 2021, with the claim discussions regarding costs for replacement moving on after. The final settlement sum was agreed in October 2021 but hadn't increased markedly with agreement for the kitchen replacement. I'm not persuaded this caused an overall delay to the claim.

### Garden

Mr S presented a quote for £10,800 for clearing three flower beds and weeding the drive. He's noted that included work to remove dead trees and that there will be additional costs for treating the lawn. Along with clearing and reinstating the greenhouse and repairing drainpipes overgrown with moss.

I appreciate it was difficult for Mr S to keep up with the garden and exterior maintenance whilst he lived elsewhere. And if he found that difficult and inconvenient to do, that's unfortunate, but it's quite usual for a loss which results in a claim, with its necessary reinstatement work, to create difficulties and inconvenience. They aren't covered by the policy. I see that here the family lived in a flat which was quite close to their home. I appreciate that Mr S and Mrs C worked and had young children to care for – making working on the garden in the light summer evenings difficult. I think though they could still have done more to maintain the garden and exterior of their home.

I see Mr S has said that he told AXA he was having difficulty maintaining his home garden, but it didn't reply to him on this point. He's said had it let him know it would not assist him with this later, he'd have obtained a gardener – its silence caused him to think it would help. I think AXA has agreed to help. Although not to the extent which Mr S thinks is due, but it never promised to cover all/any costs. I note AXA has offered £500 towards the cost for reinstating the garden. I think that's reasonable in the circumstances, so I'll require AXA to pay it.

### Fuel

AXA's response to Mr S on this issue was, I think, a little unreasonable. It said this was just a consequential loss not covered by the policy. But AXA's policy offers cover of the cost of alternative accommodation, and it's not unusual for additional fuel costs to be viewed in that light – a cost of living elsewhere. I note the loss adjuster considered detail Mr S had provided to it about his additional usage and thought £600 would be fair recompense. I note Mr S has said this could be more as there were more journeys. But I think Mr S had a fair chance to put forward detail of the extra journeys he took, with the detail he had provided having been considered by AXA's loss adjuster. I bear in mind that Mr S explained that journeys they could walk from home – such as to nursery and to visit family, had to be taken in the car whilst living in the flat. I note the flat was not far from the home, such that the usual car journeys would not have been much further than normal. And it is only the extra distance/costs that I could reasonably hold AXA liable for. I think £600 is fair and reasonable in the circumstances.

### **Putting things right**

I require AXA to pay Mr S and Mrs C:

- £500 for the garden.
- £600 for additional fuel.

### **My final decision**

I uphold this complaint. I require AXA Insurance UK Plc to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr S to accept or reject my decision before 19 September 2023.

Fiona Robinson  
**Ombudsman**