

The complaint

Miss N complains about AXA Insurance UK Plc's handling of a claim she made after her house was flooded.

What happened

Miss N had a home insurance policy underwritten by AXA which covered her home and its contents amongst other things.

She made a claim in mid-June 2020 after the ground floor of her home was flooded.

AXA sent a loss adjuster to inspect the damage and accepted the claim. They also agreed that Miss N should move into alternative accommodation until the restoration works were completed.

AXA commissioned a contractor to strip out the damaged parts of the property and a separate contractor to carry out drying out of the ground floor.

In September 2020, the contractor issued a drying certificate to say that moisture levels on the ground floor were now at normal levels.

At that time, it was still unclear whether Miss N wanted to appoint her own contractor to carry out repairs.

By this point, Miss N had made a complaint about delays and customer service in the handling of the claim. AXA accepted that things hadn't been handled as they would expect. They paid Miss N £250 in compensation for her trouble and upset on 12 November 2020.

Miss N didn't bring that complaint to our service, presumably because she was satisfied with AXA's response.

In April 2021, Miss N confirmed that she would like AXA to appoint contractors to carry out the reinstatement work to the ground floor. But it became apparent that the property was still damp.

The drying contractor attended again. They pointed out that the ground floor was dry, but the upstairs walls were damp. And they said the upstairs needed to be stripped out before drying could take place.

On the face of it, there was no reason why the upstairs floor should have been affected by the flood – which had been inches deep on the ground floor.

Miss N's view is that the same heavy rainfall which had caused the flood also caused a gutter on the roof of the property to overflow, leading to water ingress and damage to the upstairs floor of the property.

After some discussion with the loss adjuster, AXA agreed to treat the damage on the ground floor and the upper floor as one claim.

At that point though – in May 2021 – neither AXA nor their loss adjuster properly assessed the part of the claim relating to the ingress of water upstairs. Instead of sending a surveyor to assess the damage – and its likely cause(s), they simply went ahead and contracted out the strip out work.

In July 2021, the contractors issued a drying certificate for the upstairs floor of the property.

Soon after that, in August 2021, the company who had done the strip out – who were also planned to do the reinstatement – reported an issue with the timbers in the roof, which had been exposed by the strip out works.

They said, in effect, that the timbers appeared to be heavily damaged, in a way probably not commensurate with a one-off ingress of water at the time of the flood.

In early September 2021, a company (I'll refer to them as R) attended to quote for damp proofing work at the house (installation of a damp roof course).

They reported that all walls were now damp again. They said the bottom part of the staircase was now infected by fungi. And they said that - despite outward appearances – the level of the floors inside the house was above the level of the ground immediately outside because there was a French drain installed around the perimeter of the house. The significance of this will become apparent below.

In late October 2021, the company who'd carried out the strip out works pulled out of carrying out any reinstatement works. They said it had become apparent that the job was in fact far bigger than it first appeared and they didn't have the capacity to do it.

New contractors were appointed reasonably quickly by the loss adjuster. After a first visit, they reported that the strip out works had been carried out very poorly. They said the previous contractors had caused damage to the bathroom suite and hadn't properly addressed some issues.

They also said the original contractor has breached the damp proof course when stripping out the plaster and/or plasterboard from the walls on the ground floor.

In January 2002, the loss adjuster sent their regional manager (I'll call him Mr H) to the property to assess the previous strip out works and the state of the property generally.

He then provided a report which – as well as confirming the damage to the bathroom suite caused by the previous contractor - said that the damp proof course had been breached and that the damage to the roof timbers – which were in an advanced state of rot – was not claim-related.

The loss adjuster also sent surveyors to the property. Their report (dated 11 February 2022) said that the damage to the roof timbers was due to long-term water ingress and was not covered under the policy terms.

It also said that the damp issues were long-standing and would be on-going because the indoor floor level was at or below the level of the ground outside the house. This meant any damp proof course would be ineffective because damp was penetrating from the outside ground into the walls and was not rising damp (which might be combatted by installation of an effective damp proof course).

In the meantime, Miss N had made a further complaint to AXA about the delays, lack of communication and poor customer service. And about the fact that AXA had not settled the

claim (in its entirety).

AXA issued a final response to that second complaint in March 2022. They said the claim had been complex and difficult. But they accepted that there had been “a lack of proactive management” and “a lack of communication... which increased the level of inconvenience”. And they offered Miss N a further £750 in compensation for her trouble and upset.

AXA also explained that there were issues with the property – the rotting roof timbers and the on-going damp issues – which were not caused by the insured event (the heavy rainfall and flood in June 2020) and so would not be covered.

AXA told Miss N there was no point them carrying out the works inside the property which were covered until she had dealt with the roof and the damp issues. They subsequently offered a cash settlement for the works which they believe are covered.

Miss N commissioned her own contractor to quote for the necessary work at the property. Unsurprisingly perhaps, the quote they provided was substantially higher than the cash settlement offered by AXA.

This may be partly due to factors like inflation in the cost of building materials but is also because Miss N’s contractors have quoted for at least some of the works AXA said weren’t covered.

Miss N’s contractor’s view – which is shared by Miss N – is that at least some of the damage AXA say isn’t covered should be covered, because the state of the property now (the damp and the rot to the roof timbers) is at least in part due its being left empty and unheated for two years or more.

Miss N wasn’t happy with AXA’s March 2022 response to her complaint and so she brought her complaint to us.

Our investigator looked into it. He thought there had been significant delays in the claim which were unnecessary and that the customer service to Miss N had been poor.

He also noted that Miss N had made it clear to AXA’s agents that she had a serious health condition which was made significantly worse by stress. And yet, the poor service and lack of communication continued.

For those reasons, he said AXA should increase the compensation they’d offered to Miss N and add another £1,000 to the £1,000 they’d already paid or offered.

AXA were happy to do that, but Miss N didn’t agree and asked for a final decision from an ombudsman.

Miss N’s view is that the compensation suggested is still too low. And she was disappointed that we hadn’t addressed the issues about which elements of the damage to her home – particularly the roof timbers and the damp proofing – should be covered.

I agreed with Miss N that we should decide which elements of the damage to her home were covered, because that was the only way to decide whether the cash settlement offered by AXA was fair. And I also thought the suggested compensation might be too low.

For those reasons, I issued a provisional decision. This gave both Miss N and AXA a chance to provide more information or evidence and/or to comment on my thinking before I issued my final decision in this case. This final decision will be this service’s last word on the

matters considered here.

My provisional decision

In my provisional decision, I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Before I come to the substance of the complaint, I need to be clear about exactly what I’m considering in this decision.

The Financial Conduct Authority (FCA) rules which govern how our service operates – the dispute resolution (or DISP) rules – set out what complaints we can and can’t consider.

They say, amongst other things, that we can’t consider a complaint if it’s brought to us more than six months after the financial business in question issues its own final response to a complaint from a customer (unless they consent to us doing so or there are exceptional circumstances to explain the delay).

Miss N complained to AXA back in 2020 and received a final response on 12 November 2020. She didn’t bring that complaint to us within six months, so we can’t consider the issues raised in that complaint. So, any delays, poor service or errors in handling the claim before that time are beyond the scope of this decision.

The DISP rules also say that we can’t consider a complaint unless the business has had a chance to consider it – and potentially resolve it – before we get involved (again, unless we have their consent to do so).

The complaint Miss N brought to us had a final response dated 29 March 2022. So, I can’t, in this decision, consider any issues which may have arisen since that date – because AXA hadn’t yet had a chance to consider them and resolve them.

I am aware Miss N wants to complain about further delays - and ultimately the failure to conclude the claim satisfactorily (as she sees it) – after March 2022. And I believe we already have a further complaint in hand which will cover any issues after March 2022.

So, in summary, this decision can only deal with events after 12 November 2020 and before 29 March 2022. And any compensation I choose to award will be for trouble and upset Miss N suffered between those dates only.

I’ll turn now to the substance of the complaint about events between November 2020 and March 2022.

This is a complex case, but I think there are three main issues here that I need to consider. There’s the question of whether AXA should now cover the repairs to the roof. There’s the question about whether they should cover the work required to damp proof the property. And there are the issues around delays and poor customer service and communication throughout the claim.

I’ll address those issues in that order and I’m sure both parties will forgive me if there’s a degree of cross-referencing between the issues as I set them out below – this is inevitable given the complexity of the claim and the number of parties who’ve

been involved.

The roof timbers

Miss N made her claim in June 2020. The first mention of a potential issue with the roof timbers was in August 2021 (14 months later) when the original contractors raised concerns that there may be long-term damage in the roof which would need to be fixed before they began the other reinstatement works.

On the face of it, that's a long delay before this significant and major issue was brought to light. However, the original claim was for a flood affecting the ground floor. Miss N says she didn't think there was a problem upstairs at the time. AXA's loss adjusters had no reason to suspect there might be such a problem either.

So, I don't think it would be reasonable to blame AXA or their agents for the delay in the issue coming to light, in August 2021.

When it did come to light, however, the loss adjuster and AXA entered into a conversation about whether Miss N would need to make a new claim. They resolved that issue, essentially in Miss N's favour, and agreed it could all be treated as one claim.

But it appears they took no steps at all at that point to try to identify the cause of the damage in the upper floor of the property – and whether the damage was covered by the policy or not.

The original contractors appeared to suggest – in August 2021 – that the issue with the roof timbers was long-standing. Some of the timbers were rotten and on the point of collapse.

When new contractors were appointed, they also said (in November 2021) the roof was in a state of pretty advanced disrepair. And confirmed there would be no point starting much of the reinstatement work without the roof being sorted.

When the loss adjuster's regional manager (Mr H) inspected the property – in January 2022 – he said the damage to the roof timbers was advanced, with rotting timbers and the roof sagging. And he said the damage was not claim-related. In other words, he felt the damage could not have been related to a single ingress of water in mid-2020.

The loss adjuster's surveyor – reporting in February 2022 – said much the same thing. They concluded the damage to the roof timbers could not have been claim related and was very long-standing.

It's Miss N's contention that the roof timbers were in decent condition at the time of the flood – and the water ingress – in June 2020. And that they've become rotten now due to the amount of time that's passed with the property unoccupied and unheated, and the damage not addressed.

On balance, I can't agree with Miss N on this point. Photographs of the roof timbers from mid-2021 onwards appear to show very damp and rotten wood, with fungi growing through the timbers.

Several experts – the original contractor, the second contractor, the loss adjuster's regional manager and the surveyor – all believe the damage to pre-exist the flood

event and to be significantly long-standing.

They all say or imply that there must have been water ingress over a sustained period before the flood – and that the damage is not compatible with a one-off ingress of water on the date of the flood.

Miss N has commissioned her own contractor. When they reported on the damage and quoted for the work, in June 2022, they also said the roof needed repairing before other reinstatement works could be completed.

It's worth quoting their view on the roof timbers in detail. They said:

“During the time of the property been (sic) empty the roof has got significantly worse due to the conditions in the property.... This is going to excel (sic) any rot that was present already.”

It's noticeable then that even Miss N's contractor is not suggesting that the timbers were sound before the flood event. They say the timbers may have got worse due to the property being unoccupied etc. But they allow that rot was or may have been present before that time.

Miss N herself says that after the flood event, it became clear the gutter in question was blocked with debris – which was then cleared out. That suggests that the gutter wasn't functioning effectively before the flood event and water ingress was likely happening prior to that.

On balance then, the evidence we currently have suggests that the roof timbers were damp, damaged and/or very likely rotten before the insured event occurred.

That being the case, the damage to the roof timbers is not covered by the policy and AXA are right to say that Miss N is responsible for having those repairs carried out. They are also right, of course, to suggest that the roof needs fixing before the other reinstatement works are completed – all of the contractors and experts agree on that point.

The damp issues at the property

I take a different view about the damp proofing of the property. I'll explain why.

Miss N has provided copies of an invoice and guarantee from a company who installed a damp proof course just after she moved into the property (some 12 or 13 years before the flood event, as I understand it). So, it appears the property had an effective means of guarding against rising damp.

It was when the damp specialist company (R) visited, in September 2021, that it became apparent that the walls downstairs were now damp again (after a drying certificate had been issued back in September 2020).

R quoted for the work to install damp proofing (as they were asked to do by the loss adjuster). They also said that there was a French drain at the foot of the property's external walls. And they said this meant the floor levels in the property internally were in effect above the ground level externally.

This is important because when AXA's loss adjusters explained why they don't believe the damp issues are covered, they said that's because the damp is

penetrating damp – coming into and through the walls at the height of the ground level outside, which is above where the damp proof course would be.

AXA's loss adjusters have taken that line because that's what it says in the February 2022 report provided by their surveying department.

However, that's contradicted by the report from R – which refers to the French drain around the property.

I also note that the second contractors, when – in November 2021 – they reported the problems with the strip out works, said that the previous contractors had breached the damp proof course or membrane when they were stripping out.

That appears to be confirmed by the loss adjuster's regional manager. When he inspected the property, in January 2022, he said the damp proof course or membrane had been breached and would need to be replaced.

He didn't explicitly say that the original contractors had done this, but he was there to assess the work they'd done. And he provided photographs of the stripped back walls showing where – and how – the breach had occurred. This was presumably as a result of the stripping back.

Miss N has said the house tended to get damp if left unoccupied for any period of time, so it is possible that there were some (possibly minor) issues that needed addressing which dated from before the flood event.

However, there's fairly compelling evidence here that there was damp proofing in place at the property - and that the original contractors rendered it ineffective when they carried out the strip out works.

The on-going damp issues may not be claim-related as such then, but they do appear to have been caused – or at the very least, a significant proportion of them appear to have been caused – by the actions of AXA's original contractor.

As a consequence, I'm minded to say that AXA should revise their cash settlement offer to Miss N, not only to account for inflation in the cost of building materials in the meantime, but also to include the installation of an effective damp proof course and/or membrane at the property.

I should also stress that I'm minded to say AXA should pay for any further repairs or replacements which may prove necessary – over and above those originally specified in the scope of works - because of the property being left in a damp state for such a long period of time.

The delays, poor service and poor communication

This is a complex claim, with new issues arising through the life of the claim and a degree of uncertainty about the causes of the damage to the property. However, it's fair to say that AXA's agents have made things far worse than they need have been.

AXA have, of course, admitted this – which is to their credit – and paid or offered £1,000 in compensation to Miss N already. I don't think that's enough. And I don't think the £2,000 suggested by our investigator is enough either. I'll explain why and if either party disagrees with any of my thinking or my assumptions, they can correct me now in response to this provisional decision.

I'm not going to labour the point, but the claim notes and complaint notes AXA have provided show many unnecessary delays, very poor communication with Miss N at times, and a failure to get to grips with the essence of the issues in the claim.

At numerous points over the 15 months or so period I'm looking at in this decision (November 2020 to March 2022), Miss N has had to chase AXA's agents – again and again – to get answers to her queries and/or updates on the progress of the claim. When she did get explanations, they were sometimes comprehensive and clear, but most often neither.

The claim had been five or six months in progress by November 2020. But even though strip out and drying were complete by that point, it took another four or five months before AXA's loss adjuster agreed with Miss N that she wanted their contractor to do the work. That's a long – and unnecessary – delay.

I understand the original contractor pulled out in October 2021. That's unfortunate, but the fact is, the reinstatement work hadn't even started at that point (more than 15 months after the claim). And, having chosen the contractor, AXA and/or their agents have to accept responsibility for the contractor's actions.

I'm fully aware that if the reinstatement work had been commissioned, it may not have got off the floor immediately because of the issues with damp at the property, but that would – and should – have been apparent much earlier if AXA's agents had got a grip on the claim. We may have then reached the same impasse we're at now, but it would have been reached significantly sooner and, all else being equal, resolved sooner.

It wasn't until they issued the final response to Miss N's second complaint – in March 2022 – that AXA or their agents explained in full to Miss N why they weren't covering the roof timbers and the damp proofing – and why this meant the other repairs couldn't be completed. That's 20 months or more after the flood event.

So, in the absence of any further information or comment in response to this provisional decision, I'm minded to say AXA's or their agents' errors have caused sustained distress, upset and worry to Miss N and severe disruption to her daily life. And that's taken place over the whole period I'm allowed to consider in his complaint (November 2020 to March 2022).

This is exacerbated by the fact that AXA's agents knew – pretty much from the outset of the claim and certainly by November 2020 - that Miss N suffers from a serious health condition that is made significantly worse by stress.

Miss N has repeated to AXA's agents on several occasions through the handling of the claim to date that she suffers from this condition. And she's made it clear to AXA's agents that her health was being affected by the stress caused by their poor communication and customer service.

In light of that information, AXA's agents should have made every possible effort to keep Miss N informed about developments and to answer her (reasonable) requests for information and updates in a timely manner.

As AXA have admitted, the service Miss N received was not of the standard she might have felt entitled to expect – particularly given that she'd been so open with AXA's agents about her particular health issues.

Bearing all of that in mind, I'm minded to require AXA to pay Miss N £3,250 in total in compensation for her trouble and upset. I know they've already paid the £250 offered in response to her first complaint (in November 2020). I'm not including that in the £3,250 I'm awarding in response to this complaint

It's not entirely clear to me whether they've also paid the additional £750 they offered in response to her second complaint (the one I'm considering here). Either Miss N or AXA may choose to enlighten me on that point in response to this provisional decision.

However, my intent should be clear – the total compensation I'm minded to ask AXA to pay in response to this complaint is £3,250, including the £750 which may or may not have already been paid."

So, in summary, my provisional decision was that AXA should revise their cash offer to Miss N to include any inflation in the associated costs, to include the cost of damp-proofing the ground floor of the property and to include any loss or damage resulting from the property being left damp. And I said they should also pay Miss N £3,250 in total in compensation for her trouble and upset between November 2020 and March 2022.

The responses to my provisional decision

AXA responded only to seek some clarity on whether or not I thought they should pay for the repair or replacement of the roof timbers (which I didn't). Otherwise, they haven't commented on my provisional decision.

Miss N has commented on my decision at some length. I'm sure she'll forgive me if I don't repeat her comments in full. I have read and considered all of her comments – and all of the accompanying documents. But I'll give only a brief summary here of the main points.

In short, perhaps unsurprisingly, Miss N agrees with the majority of my provisional decision, but she maintains that AXA should be responsible for some of the cost of repairing or replacing the roof timbers.

Miss N says AXA haven't ever properly explained what their evidence is for believing there was pre-existing damage to the roof timbers.

She believes the damage now evident to the roof timbers is a combination of pre-existing damage, damage caused by the insured event (the flood and accompanying storm) and damage caused by failures to mitigate potential damage after the insured event.

And it's impossible now to untangle what damage happened when and for what reasons. She says the first survey of the roof was carried out in February 2022 – 20 months after the flood / storm, and that was too late to show what had caused the damage and whether it was pre-existing.

She also thinks the loss adjuster's errors about the damp proof course show that they aren't a reliable expert to comment on the roof either. And there are no independent surveyor reports on the cause of the damage to the roof timbers.

Miss N thinks AXA should be held responsible for some of that damage. I assume she means the damage caused *by* the storm and damage caused *since* the storm.

It's not entirely clear why, but Miss N suggests that, on that basis, she should pay for the lifting and replacement of the roof covering whilst AXA should pay for the work on the roof timbers themselves and the roof felt.

Miss N says she reported the issues upstairs in her property in January 2021. They weren't discovered by the contractors in June 2021, as my provisional decision suggested.

She says she first noticed the issues (water damage to the upstairs rooms) – in January 2021 – three months after the flood / storm. And she thinks this shows the damage to the roof was caused by the storm – and wasn't pre-existing. If it had been, she'd have noticed it sooner.

And she says the roof timbers are now dry - and crumbling – which shows the dampness in them was caused by the one-off event of the storm / flood and not some on-going ingress of water.

Miss N also says AXA never suggested – in January 2021 or in June 2021 – that the damage wasn't covered. Indeed, they went ahead as if it were covered, agreeing to replace upstairs contents and repair damage upstairs too. She says that if AXA hadn't thought the roof was covered, they wouldn't – and shouldn't – have taken down the ceiling.

And she says that AXA's scope of works which underpins their calculation of the cash settlement offer includes some work to the roof – which shows they accept some liability for the damage to the roof.

She says AXA are now saying the roof isn't structurally sound, whereas in April 2022 they confirmed it was, which shows damage has been accruing during the time the claim has been live, due to AXA taking no mitigating actions against further damage.

Finally, she points out that it's only part of the roof's timbers that are rotten, the rest of the roof is sound. She believes that the fact the timbers are rotten near the site of the ingress of water during the flood / storm shows that the flood / storm caused the damage to the timbers.

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.

I know Miss N will be disappointed but nothing she's said has changed my mind about the outcome of her complaint.

Fundamentally – and as I said in my provisional decision – every builder, contractor or surveyor who's looked at the roof agrees that the timbers were damaged and/or rotten before the insured event (the flood / storm).

That's not just the loss adjuster's surveyor who Miss N believes is an unreliable expert due to their errors over the damp proofing downstairs. And that, basically, is AXA's evidence for their assertion that they aren't liable for the repairs to the roof timbers.

That means there was water ingress before the flood / storm. It may have become worse as a result of the heavy rainfall at that time – which is why Miss N didn't notice it before she did – but the degree of damage and rot in the timbers can't be explained by the water ingress resulting from the flood / storm.

And essentially, that means it *is* pre-existing, long term damage and not the result of an insured event. And given that the roof was in a poor state of repair *before* the flood / storm, AXA aren't responsible for further damage to the roof timbers which may have happened directly as a result of the flood / storm or thereafter – or for mitigating that later damage.

I know AXA (mistakenly perhaps) accepted this part of the claim when it became apparent that the upstairs in the house was damp. And I know they then asked the contractor at the time to strip out parts of the upstairs – including the ceiling. That's why I say AXA *are* responsible for the repairs, redecoration etc. of the upstairs. And that's presumably why AXA costed those repairs in their scope of works prior to their cash settlement offer.

Strictly, if they'd done what they should have done in June 2021 (assess the new part of the claim) - and hadn't accepted that part of the claim - they might not be liable for any of the upstairs repairs. But they did accept it and they did carry out strip out works - and so now they are now obliged to put that right.

AXA didn't though ever accept responsibility for the repairs / replacement of the roof timbers. Indeed, they didn't know about that damage until after the upstairs ceiling had been stripped out. Miss N says she reported the issues upstairs in January 2021, but no-one at that point was aware of eth damage to the roof timbers.

The fact that AXA earlier (erroneously perhaps) accepted liability for the contents and internal damage upstairs doesn't mean they should now be held liable for the roof timbers.

AXA's comments about structural soundness, in April 2022, were about the building as a whole, not the roof. And Miss N's point about this is largely irrelevant for my decision in any case. The question for me isn't whether the roof is about to collapse, it's about what caused the damage.

And whether the roof has further deteriorated since the claim was made isn't really relevant either. Of course, it would have deteriorated - however it was left - it was rotting (according to all the experts, including Miss N's own builder), *before* the flood / storm and before the claim was made.

I take Miss N's point that only part of the roof's timbers are rotting. And that's good because it will be less expensive to carry out the replacement or repair. However, the fact that the rotting timbers are in the area of the roof where water ingress occurred during the flood / storm doesn't imply that it was the flood / storm that *started* the damage.

It's equally reasonable to suggest that a pre-existing defect in that area of the roof in particular allowed water ingress to those particular timbers before the flood / storm, as well as during it.

In summary, all of the expert evidence still suggests the roof timbers have been exposed to water - and have been significantly damaged - long before the insured event which led to Miss N's claim.

That being the case, AXA are entitled to regard that as pre-existing damage, not caused by an insured event and outside the scope of the cash settlement they're now offering to Miss N.

Miss N believes AXA's costings include some parts of the roof. I don't see that they include repair to the roof timbers – which is the relevant point here.

Putting things right

Nothing has changed my mind, since I made my provisional decision, about what AXA need to do now to put things right.

I won't repeat the detailed reasoning set out in my provisional decision, but I'm still of the view that AXA need to revise their cash settlement offer – taking into account: cost inflation; the cost of effectively damp-proofing Miss N's property downstairs; and any necessary repairs resulting from the property being left damp.

And for the reasons set out in my provisional decision, I'm going to require AXA to pay Miss N £3,250 in compensation for her trouble and upset

My final decision

For the reasons set out above and in my provisional decision, I uphold Miss N's complaint.

AXA Insurance UK Plc must:

- revise their cash settlement offer to Miss N to include any inflation in the cost of building materials or services and to include the cost of effective damp-proofing to the ground floor of her property;
- include in their cash settlement offer cover for any loss or damage (if there is any) resulting from the property being left damp over the course of their handling of the claim; and
- pay Miss N £3,250 in total in compensation for her trouble and upset between November 2020 and March 2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 23 June 2023.

Neil Marshall
Ombudsman