

## **The complaint**

Mr G and Ms I complain AXA Insurance Plc's proposed settlement of their contents claim is too low.

Mr G and Ms I are both policyholders. Both have referred their complaint to this service. But Mr G has been the main correspondent. So for ease of reading I've generally only referred to him. But this decision addressed the complaint from both.

## **What happened**

In February 2022 Mr G's home was burgled. Various items of jewellery were stolen. He claimed against his AXA contents insurance policy. AXA accepted the claim. It offered around £9,800 as a cash settlement. Some items were to be settled based on the discounted rate it would cost AXA to replace them through its own suppliers. With others, where its suppliers couldn't replace the item, payment would reflect the market value.

Mr G was unhappy with AXA's proposed settlement. He felt it didn't reflect the true value of the items. On 16 December 2022 AXA issued a complaint final response. It said there had been some confusion about the cash settlement offered. But felt there to be no justification for increasing the £9,800 offer. AXA accepted the claim hadn't been handled in a timely way. It apologised and paid Mr G £150 compensation.

On 13 February 2023 AXA issued a further complaint response. It apologised for issuing a settlement payment without Mr G's agreement. It paid £25 compensation. AXA didn't accept it had done anything wrong by its agent, dealing with the December 2022 complaint, not calling Mr G to discuss it.

Mr G was unsatisfied. So on 12 July 2023 he referred his complaint to this service. He said he had been offered only £9,806 – but the items had been valued at £12,510 and cost more than £14,000. To resolve the complaint he would like to be paid the full value of the items.

After bringing the complaint to this service Mr G raised a further concern about AXA's handling of his claim. He said a window had been broken. This had left the property unsafe and compromised. But AXA didn't provide support or reimbursement until around 10 weeks later. Our Investigator asked AXA for its response. It accepted it hadn't dealt with that aspect efficiently. It offered £200 compensation.

Our Investigator considered Mr G's complaint about the settlement offer. She didn't agree with him that it was unreasonable. So she didn't recommend it pay more. She felt AXA's offer for the broken window to be a fair amount to recognise the unnecessary distress and inconvenience caused. Mr G didn't accept that outcome. He said the compensation isn't enough to reflect the inconvenience experienced. He accepted the cash settlement being based on AXA's costs, but felt the items had nonetheless been undervalued. So the complaint was passed to me, as an Ombudsman, to consider.

I issued a jurisdiction decision. In it I explained why I felt Mr G had referred his main complaint point, about his dissatisfaction with AXA's settlement offer, to this service too late.

I found, as a result, that this service is unable to consider that point, but can look at his concerns about the broken window. This final decision considers that aspect.

### **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.

Mr G feels AXA's offer of £200 compensation doesn't fully reflect the extent of inconvenience and potential risks faced because of the delayed response to the broken window. I accept it would be distressing to have a broken window for an extended period – particularly after the distress experienced from a burglary.

However, Mr G hasn't provided any further detail to support his wish for additional compensation. For instance, he hasn't explained how the window was temporarily secured or why the situation was so inconvenient for him. So based on what I've seen, I'm satisfied £200 is a fair amount to recognise the likely distress and inconvenience experienced.

### **My final decision**

For the reasons given above, AXA Insurance UK Plc will need to pay Mr G and Ms I (if hasn't already) £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Ms I to accept or reject my decision before 8 February 2024.

Daniel Martin  
**Ombudsman**