

The complaint

Mrs N complains about AXA Insurance UK Plc's handling of a claim she made under her home insurance policy.

AXA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AXA has accepted it is accountable for the actions of the agents, in my decision, any reference to AXA includes the actions of the agents.

Mrs N is represented in her claim and complaint by Mr W, who is an independent loss adjuster.

What happened

In late 2022, Mrs N's property was damaged by an escape of water incident. Mrs N instructed an independent loss adjuster (Mr W) to assist her with her claim. Mr W informed AXA that Mrs N wanted to claim under the policy. He also let AXA know that there was another active home insurance policy which had been taken out by Mrs N's husband who had passed away in November 2022. He explained that Mrs N hadn't realised cover with the other insurer was in place when she took out the policy with AXA in early December 2022.

The other insurer agreed to meet 50% of the costs of the claim. However, AXA says the agent dealing with Mrs N's claim under her policy with AXA was unable to validate it. So, AXA instructed loss adjusters to manage the claim.

A representative from AXA's loss adjusters arranged an appointment to visit the property in June 2023. Mrs N said she was unable to attend, so Mr W met the representative there. After the meeting, AXA asked Mr W to seek some further information from Mrs N. It said it had information showing Mrs N was linked to an address which was next door to her alternative accommodation. Mr W said he'd asked Mrs N and she didn't know why she'd been linked to that address. He provided screenshots of his messages with her.

AXA told Mr W it wasn't satisfied with the response Mrs N had provided and it wanted to arrange an interview with an independent interpreter present. Mr W queried why AXA felt this was necessary. He said that if an interview was to take place, the translator would need to be a professional registered to deal with legal matters. He said the translator would be expected to help Mrs N read and understand the statement after the meeting and would need two weeks' notice of it.

AXA said the interpreter would be provided by its loss adjusters. It wouldn't agree to cover the costs of Mrs N using her own interpreter. It told Mr W that the interpreter would not be arranged until the appointment was confirmed. It would be able to confirm the name of the interpreter and qualifications in advance of the meeting. It said the interpreter would not be available before and after the meeting to provide advice to Mrs N as they were not her representative. The statement would be sent to Mrs N and Mr W to allow them to validate that the details were a true reflection of the call. The meeting would also be recorded, and it might be able to provide a copy of the recording.

Mr W raised a complaint with AXA on Mrs N's behalf. He said Mrs N had been left without a home for almost ten months. He felt the actions of AXA and its representatives were unacceptable and in breach of Consumer Duty.

Mr W said Mrs N felt pressured into giving a statement without adequate support or clear guidelines on the pertinent information required. He said Mrs N was posed a straightforward question at the policy's inception concerning the property's occupation. Provided she could validate her intent to return home within the stipulated 60 days, the coverage should, without question, be activated.

Mr W said it was reasonable that Mrs N should have the autonomy to select a qualified interpreter whom she trusts. If it was AXA's choice to proceed with a virtual session, it should provide an interpreter who could be physically present with Mrs N during the meeting.

AXA said it had processes it had to follow to validate claims and it was satisfied its loss adjusters had followed these accordingly. It had the right to fully validate claims to ensure there was the correct level of cover and the policy terms had been adhered to. It said an interpreter had been offered to Mrs N but was rejected by her. It would be unable to honour her request to use her own interpreter due to the costs being significantly higher than the service it could obtain directly.

Our investigator didn't think Mrs N's complaint should be upheld. He didn't think it was unreasonable for AXA to want to interview Mrs N to complete its investigation into her claim.

Mrs N disagreed with our investigator's outcome. Mr W asked for an explanation as to what information AXA was entitled to that was not provided. He said a property couldn't be considered unoccupied if the policy had only been live for days. It could only be considered unoccupied after the period of time stated in the policy. He said the dual insurer had accepted liability.

Mr W said AXA hadn't agreed to a translator. He and Mrs N would be willing to conduct the meeting, but it must be filmed. He wanted the name of the interpreter so he could check their credentials. He also expressed his concerns that Mrs N would be asked to sign a legal statement without a qualified interpreter.

As Mrs N disagrees with our investigator's outcome, her complaint has been passed to me to decide.

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've decided not to uphold Mrs N's complaint. I'll explain why.

The relevant regulations require an insurer to handle a claim promptly and fairly.

AXA says it hasn't been able to validate Mrs N's claim to ensure there is the correct level of cover and that policy terms have been adhered to.

I understand Mrs N wasn't in the country when she took out the policy and the escape of water event happened. Mr W says she'd intended to return to the property around a week after the escape of water was discovered.

Mrs N wasn't present when the representative from AXA's loss adjusters visited the property in June 2023, which meant she wasn't available to answer any questions during the visit. As AXA wasn't satisfied with Mrs N's response to questions asked following the visit, it wanted to arrange an interview with Mrs N. I can see that it informed Mr W that it would arrange for an interpreter to be present when the interview was first mentioned.

Mr W has questioned why Mrs N needs to be interviewed. I understand he feels that the matters it wishes to clarify aren't relevant and the claim should be accepted without Mrs N's testimony.

I appreciate that the escape of water event happened within 30 days of Mrs N taking out the policy. That doesn't appear to be in dispute. However, there are other aspects that AXA needs to consider when validating Mrs N's claim. And I'm satisfied, from what I've seen, that AXA's reasons for needing to speak to Mrs N are legitimate. There appear to be some discrepancies in the information it has found and what has been provided by Mrs N and Mr W, as well as some unanswered questions. So, I don't think it's unreasonable for AXA to want to interview Mrs N before agreeing to accept her claim.

Mr W says AXA has breached Consumer Duty by failing its duty of care to Mrs N and providing a barrier in accessing services. Given that the dialogue around the provision of an interpreter continued beyond 31 July 2023, I do believe the Consumer Duty principle is a relevant consideration here. So, I've considered AXA's actions through the lens of Consumer Duty.

The Consumer Duty principle requires businesses to deliver good outcomes for retail customers. They should act in good faith, avoid causing foreseeable harm and enable and support retail customers.

AXA has an obligation to consider Mrs N's needs and provide her with appropriate support. In this case, I think it's important that it allows Mrs N the opportunity to be able to provide honest and accurate answers to AXA's questions. AXA has offered to provide an interpreter to enable her to do so. And I think this is reasonable and proportionate under the circumstances.

I appreciate Mr W feels Mrs N should be provided with an interpreter who is qualified to deal with legal matters. However, the terms of the policy don't entitle her to legal representation. And I don't think this is necessary to get Mrs N's testimony regarding her circumstances and her account of events relevant to the claim. AXA has said that Mrs N and Mr W would be given the opportunity to review the statement before Mrs N signs it. So, I'm not persuaded that AXA has treated Mrs N unfairly or has failed to meet its obligations under Consumer Duty.

I appreciate my answer will be disappointing for Mrs N, who has suffered a bereavement and has been dealing with some very difficult circumstances. However, I think AXA's request for an interview with her is reasonable. I'm also satisfied that it's fairly considered her needs as someone whose first language isn't English and has offered appropriate support. So, while I empathise with Mrs N, I haven't found reason to uphold this complaint.

My final decision

For the reasons I've explained, I don't uphold Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 5 March 2024.

Anne Muscroft
Ombudsman