

The complaint

Mr P has complained about the way that AXA Insurance UK Plc handled a claim he made under his home insurance policy.

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.

Our investigator thought AXA had acted fairly and didn't need to take any further action in relation to this complaint. I agree, and for the same reasons, so I don't think there's a benefit for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr P got in touch with AXA in 2018 about damage to his property, thought to have been caused by a water leak due to a drainage problem with a culvert.
- A number of complaints arose and were referred to this Service. An Ombudsman considered matters up to July 2022. They said, in summary:
 - AXA had accepted the claim for water damage to Mr P's property and offered to settle it by cash payment.
 - AXA and Mr S had carried out a number of investigations into the source of the water, but it was unclear where it was coming from. There were problems with the nearby drainage, including the culvert, but third parties may have liability for these problems, including a sinkhole, and any damage caused.
 - AXA offered to carry out more investigations to consider the matter further – but not to break open the culvert. This was a reasonable way for AXA to approach the claim, and it was open to Mr P to take up the offer if he wished.
- Mr P went on to carry out further investigations of his own. The Ombudsman didn't consider them as they fell outside the scope of that complaint and they hadn't been considered by AXA. The Ombudsman said Mr P should share the investigations with AXA for it to consider them.
- The claim continued and a further complaint arose about the way it was being handled, which AXA answered in March 2024. It said it hadn't received any new information to consider since the Ombudsman's decision in July 2022. As a result, it didn't change its position. And it said it had communicated reasonably with Mr P. It paid him £25 compensation for a delay answering the complaint.
- Given the circumstances I've outlined, the scope of this decision will be the way AXA handled the claim, between the Ombudsman's decision in July 2022, and AXA's complaint response in March 2024. Matters outside this scope won't be considered. A complaint has arisen about matters since then and will be considered separately.
- The Ombudsman made clear they hadn't considered Mr P's latest investigations, as they fell outside the scope of that complaint, and that Mr P should send them to AXA

if he wanted them to be considered. AXA reiterated that position to Mr P and invited him to share the investigations – and any other professional reports that may be relevant. By the time of AXA's complaint response in March 2024, Mr P hadn't provided anything further along those lines. So I can understand why AXA's claim position didn't change and there was little need for it to communicate with Mr P.

- I'm satisfied AXA set out its position clearly and in line with the Ombudsman's findings, so I think Mr P was reasonably aware that his claim was unlikely to progress meaningfully unless he provided further investigative information and/or took up AXA's offers to carry out further investigations into the cause of the damage. I think there were times when AXA could have responded more promptly to Mr P's emails, but I haven't seen any material delay or impact on the claim. Overall, I'm satisfied AXA communicated fairly during the relevant time.
- For the reasons given above, I'm satisfied AXA acted fairly in relation to this complaint, and so I won't require it to take further action.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 October 2024.

James Neville
Ombudsman