

The complaint

Mrs M complains about AXA Insurance Plc's (AXA) handling of a home insurance claim.

What happened

Mrs M insured her house with AXA. In 2022, her house was damaged by an escape of water caused by a burst pipe and she made a claim. AXA agreed the claim was covered.

Mrs M made a complaint to AXA about the length of time taken to resolve the claim and the communication during it. In May 2023 AXA agreed its handling of the claim hadn't been up to the required standard and offered £250 compensation.

Later in 2023, Mrs M complained to AXA again. She remained unhappy about the communication she'd had with AXA and its representatives and also the lack of progress to resolve the claim including carrying out repairs to her property.

In August 2023, AXA offered £100 compensation to recognise there had been errors in its communication with Mrs M since May 2023 but that it believed certain specific matters had been resolved and progressed.

In January 2024, Mrs M referred both her complaints to our service. Our investigator said we couldn't consider anything in respect of the first complaint as it had been referred too late. We could consider the second complaint and he thought the offer of compensation was fair. Mrs M didn't agree and asked for an ombudsman's decision.

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.

My decision here will only look at AXA's handling of the claim between May and August 2023, when AXA issued its final response to Mrs M's second complaint.

I can't consider the matters addressed in the first complaint, which were about the handling of the claim up to May 2023. The rules of our service say we can't consider a complaint that is referred to us more than six months after a financial business gives its final response to the complaint. As Mrs M didn't refer her first complaint until January 2024, which was more than six months after AXA's final response in May 2023, I can't consider the merits of that complaint.

I'm similarly aware that Mrs M is unhappy with AXA's handling of the complaint after August 2023, and that has been the subject of a further complaint which has been referred to our service. As that's being considered separately, I won't address anything that happened after August 2023.

AXA's acknowledged there were failings in its handling of Mrs M's claim during the period between May and August 2023, and offered £100 compensation. My starting position is that I need to consider whether there are any additional issues for which AXA was at fault which

it hasn't acknowledged, and whether the £100 offered is reasonable.

AXA's position is that there was a short delay in a schedule of works, which would detail the repairs required to Mrs M's house, and also that communication regarding contents which had been removed from the house could have been better.

I agree that during the period I'm considering these were the extent of the avoidable issues for which AXA is liable, either through its own actions or those of its appointed representatives. Insurers have a duty to handle claims promptly and efficiently, and to avoid unnecessary delays.

I'm conscious that Mrs M's unhappy with the amount of time taken to resolve the claim (and indeed is concerned that to date matters still remain outstanding) but as I've said before, I'm only looking at events between May and August 2023 in this decision. I also have to take into account that a claim of this nature will typically take some time to resolve, particularly given the need to ensure the property is dry before repair work can begin. That was the case here, with drying work being completed in June 2023.

It was at this point that a schedule of works could, and potentially should, have been ready but it took around a further two weeks for it to be completed. Without the schedule of works, the repairs couldn't take place. So a delay to the schedule of works would cause a delay to the repairs, and an unnecessary delay to the claim.

However, I'm also aware there was a lead time before the contractors would be able to start work of between four and six weeks and there were also matters relating to electrical work which needed to be completed before the work could begin. On balance, therefore the impact of the delay to the completion of the schedule of works would seem to be relatively minor. It's also important to note that Mrs M was unable to stay at her property due to the damage at that time, with AXA meeting the costs of her alternative accommodation.

A large number of Mrs M's possessions were also removed from the property by one of AXA's representatives for storage and assessment as to whether they could be repaired or should be disposed of. Between May and August 2023 I'm aware there were communications where it wasn't clear which items had been disposed of, and why. I know this caused frustration to Mrs M and was upsetting, given that a number of the items in question had significant sentimental value.

However, I can also see that during this period, there was communication about what had happened and what the policy would cover for items that couldn't be repaired. While the communication could have been clearer, the basis for what was said was correct and by the time of AXA's final response in August 2023, Mrs M was in contact with its representative in order to move forward with the claim for her contents and establish what had been disposed of and why.

Having considered everything, while there were communication issues and a small delay to the progress of the claim, I think the impact of these issues was relatively minor. I'm satisfied the £100 compensation offered by AXA was a reasonable amount.

My final decision

I don't uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 6 January 2025.

Ben Williams
Ombudsman