

The complaint

Mrs M and Mr P complain about the way AXA Insurance UK Plc handled their claim under their home insurance policy.

Mrs M and Mr P are joint policy holders but Mrs M was the main correspondent with AXA and, for ease, I'll refer solely to her throughout.

Reference to AXA includes those agents acting on its behalf.

What happened

Mrs M had a home insurance policy with AXA. In November 2020 she had a leak under her sink that caused damage to some of the kitchen units and floor tiles. AXA appointed a surveyor and agreed to cover her claim for repairs. The kitchen was stripped out and the floor repaired. Mrs M was given a temporary kitchen pod outside her home while the work continued. Work was slow and Mrs M made a number of complaints about delays and miscommunication. AXA acknowledged the poor service and provided compensation for the distress and inconvenience caused. These issues do not form part of the complaint Mrs M made to this service.

When discussing the work with AXA, Mrs M made it clear she wanted to keep the undamaged kitchen units and match the damaged ones with her existing ones. AXA initially said it wouldn't be able to match the units and then said it could do so, but it would take between 12 and 16 weeks to replace them. Mrs M said she's disabled and has a number of other health issues. The kitchen pod was on her driveway, it was only accessed by stairs and she had been struggling to use it for several weeks already. She said she couldn't wait another 12 to 16 weeks. AXA said the alternative was to replace the entire kitchen. But, if she chose to do that, she would need to pay 50% of any undamaged units. Mrs M felt as though she was pressured into taking the latter option and had no alternative but to pay her contribution of £2,482.52 towards the cost of the new kitchen. She complained as she didn't think this was fair and wanted AXA to refund her the amount she contributed.

Several months after the new kitchen had been installed, Mrs M discovered the water softener in her kitchen hadn't been connected properly. She paid a plumber £300 to repair it and she wanted AXA to reimburse her that amount.

When our investigator considered Mrs M's outstanding complaint points, she thought AXA should reimburse her for the cost of repairing the water softener and add 8% interest from the date of the invoice. But she didn't think it would be fair to ask AXA to reimburse Mrs M for the contribution she paid to the cost of the new kitchen.

AXA accepted our investigator's opinion and agreed to refund Mrs M for the cost of repairing the water softener. Mrs M didn't agree with our investigator's view on the issue of whether or not she should have contributed to the cost of the new kitchen. So, her complaint has been passed to me for a final 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.

I should make it clear at the start that in this decision I am only looking at the two issues highlighted above. First, whether AXA should reimburse Mrs M for the cost of repairing the water softener. And secondly, whether AXA should reimburse her for the contribution she made towards the cost of the kitchen.

AXA has agreed to refund Mrs M £300 for the cost of repairing the water softener and add 8% interest to that amount from the date of the invoice. So, I see no need to consider that issue any further, except to say that I think it provides a fair and reasonable resolution to that matter.

The outstanding matter is the £2,482.52 Mrs M paid towards the cost of her new kitchen. Should AXA reimburse her for that amount? Having carefully considered the evidence, I don't think that would be fair. Let me explain why.

The terms and conditions of Mrs M's policy says the following:

"Matching sets and suites:

We treat any individual items of a matching set or suite, for example of sanitaryware (i.e. toilet sink etc.) or other bathroom fittings, as a single item. This means we will pay to replace individual damaged items but not for undamaged companion pieces. If the damaged items cannot be repaired or replaced we will pay up to 50% towards replacing the undamaged companion pieces as well."

So, AXA acted in line with Mrs M's policy when it told her she would need to pay 50% towards replacing the undamaged kitchen units if she opted to go down that route. I don't think that's unreasonable and it's in keeping with the approach I'd expect to see in situations like this. But Mrs M isn't disputing the terms of her policy or the amount she was asked to pay.

Mrs M's grievance is rather that she felt pressured into replacing her entire kitchen, rather than waiting for AXA to replace just the units that were damaged. I understand her point and I recognise her strength of feeling. The correspondence I've seen shows she was very keen to retain her existing kitchen if that was possible by matching the damaged units with her existing ones. She also made it clear she wouldn't be satisfied if the kitchen units didn't match.

As noted above, AXA initially said it wouldn't be possible to find a match for the kitchen units. It then said it would be possible, but it would take between 12 and 16 weeks to complete the replacement. As Mrs M was struggling with the kitchen pod at the time, she felt as though this timescale was too long and the only alternative was to replace the whole kitchen, which she thought would be done more quickly. That meant contributing £2,482.52 to the cost.

Mrs M says AXA pressurised her into making this decision and so it should refund her that money. But I don't think that would be fair. I've looked very closely at the correspondence between Mrs M and AXA and it seems to me she was given the relevant information by AXA before she made the decision to replace the kitchen. I've seen no evidence that AXA withheld information from her or misled her into deciding to replace the kitchen. It said it might take 12 to 16 weeks to match the damaged units but I've not seen any evidence to say that timescale was inherently unreasonable. Replacing kitchen units and doors can take

time, particularly if there's a need to ensure an exact match with existing units and doors.

I can also see from the correspondence between Mrs M and AXA that it made it clear to her that replacing the kitchen would mean she'd need to pay £2,482.52 towards the cost. I note she asked to see a breakdown of the costs and successfully challenged some items, reducing the amount she paid. So, while I can appreciate why Mrs M might have felt pressured into making a decision she didn't want to make, I can't say that was due to any fault or poor service on the part of AXA.

I'm sorry to hear about the difficulties Mrs M faced. Unfortunately for policy holders, this sort of claim is always likely to cause some degree of distress and inconvenience. The need to assess the damage, remove any damaged items and appoint agents to carry out the repairs can take time. And in this case, there's no doubt AXA aggravated matters through its acknowledged poor communication and delay in taking action. So, I can understand Mrs M's sense of grievance about the service she was given. But having carefully considered matters, I don't think it would be fair to ask AXA to refund the contribution she made towards the cost of the new kitchen.

In summary, I'm pleased that AXA has agreed to refund Mrs M the amount she paid for repairing the water softener. But I don't think it needs to do anything further than that. here

My final decision

In light of my findings above, my final decision is that AXA Insurance UK Plc should pay Mrs M and Mr P £300 for the cost of repairing the water softener in their kitchen, plus 8% interest from the date of the invoice¹, unless it has done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr P to accept or reject my decision before 24 July 2024.

Richard Walker
Ombudsman

¹ If AXA Insurance UK Plc consider it's required by HM Revenue and Customs to take off income tax from that interest, it should tell Mrs M and Mr P how much it's taken off. It should also give them a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue and Customs if appropriate.