

The complaint

Mr L and Mrs L complain about AXA Insurance UK Plc's ("AXA") handling of their claim under their home insurance policy.

Mrs L has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr L or Mrs L as "Mrs L" throughout the decision.

What happened

The background to this complaint is well known to the parties, so I won't go into too much detail but will summarise the key points. Mrs L made a claim after she discovered a water leak at her property. Mrs L raised a complaint about AXA's delay in progressing the claim and about the lack of communication. The complaint was referred to our service and both parties accepted our investigator's recommendation for AXA to pay compensation.

Mrs L raised a further complaint about events following AXA's complaint response dated 13 September 2023. In particular, Mrs L complained about further delay in progressing the claim, the poor quality of repairs to the external kitchen waste drain and courtyard flooring, and about AXA asking her to take steps to recover the excess from a contractor so that it could be paid to them.

I can see our service allowed AXA an opportunity to investigate this complaint, but they didn't provide a response within the eight-week timeframe.

Our investigator looked into things for Mrs L. She thought there had been delay and the quality of repairs was poor, so she recommended AXA correct the poor repairs. She also recommended AXA pay £850 compensation. She also recommended AXA recover the excess from the contractor themselves. Mrs L agreed, but AXA didn't provide a full response so the matter has come to me for a 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.

Having done so, I've decided to uphold the complaint. And, I think the investigator's recommendation here is a fair way to resolve matters.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim and complaint process, instead I have taken a broad approach to the overall service provided. I think it's also important to make the point that my decision only covers the events following AXA's complaint response dated 13 September 2023.

Delay

I can see AXA accept there have been delays, so I've focused on the impact this had on Mr L and Mrs L.

I think it's relevant here to take into account that this complaint follows an earlier complaint about avoidable delays in the same claim. While compensation has been awarded for the impact relating to that previous complaint, it's clear the further delays which have been considered under this complaint had the effect of exacerbating the impact on Mrs L.

The information shows Mrs L's water company were very concerned about water being wasted due to no repairs being carried out and issued a 'Notice of Entry' on 14 September 2023 which said the next steps would be for them to carry out a survey or tests to decide how to repair the leak, turn off the water supply if the leak posed a danger, or repairing the leak and charging Mrs L the costs. Mrs L was repeatedly chasing AXA for updates as she was very concerned about the notices she had received from the water company.

The claim notes show a contractor then attended during the last week of September 2023 to carry out repairs. The claim notes show Mrs L called AXA and explained, while the water was restored, the work hadn't been completed. Mrs L explained there was still a hole that hadn't been filled, a pile of rubble left at her property, and a broken waste pipe and sink drain. Over the next few weeks Mrs L continued to chase for these issues to be resolved. The claim notes show a new file was then opened by AXA to investigate any consequential damage caused as a result of the investigative work carried out. The claim notes show the work was then completed in late November 2023. Looking at the claim notes, I think there were periods of avoidable delay here, firstly in not carrying out repairs until late September, and then, secondly, in not handling the further repairs earlier than late November.

I think it's also important to keep in mind here that AXA were aware Mrs L didn't have running water, which meant there wasn't any drinking water and was using the washing facilities at a local club – so there was a substantial daily impact on Mr L and Mrs L. It's clear AXA were aware of the urgency in this case with one of AXA's contractor's even saying the repairs needed to be carried out as soon as possible.

So, taking this all into account, it's clear there has been substantial worry, upset and inconvenience caused to Mr L and Mrs L as a result of the avoidable delay here.

Quality of repairs

I can see AXA say they haven't been given an opportunity to investigate Mrs L's concern about the quality of repairs. I can see our investigator did provide AXA with a copy of Mrs L's complaint form setting out this part of the complaint. And, AXA were then given eight weeks to address this complaint. So, I'm satisfied our service is able to look into this part of the complaint. Any repairs carried out by AXA under the policy should be lasting and effective. And, having reviewed the information available to me, I'm not persuaded that's the case here in relation to the repairs carried out by AXA.

Mrs L says the drain outside was rebuilt poorly and because the water doesn't discharge into the drain correctly, it's causing damage to the surrounding tarmac. Mrs L has provided photos showing this. Having reviewed the photos, I'm persuaded by Mrs L's argument here. The photos of the drain show holes in the tarmac on two sides of the drain. The water pipe also has water flowing but it appears the water is landing towards the top of the drain rather than more centrally into it. The photos show a damp patch forming in the tarmac around the area of the drain. Given the photos support Mrs L's testimony and AXA not having provided any evidence to challenge this, I think AXA should correct any poor quality of repairs here.

Mrs L also says the way the tarmac in the courtyard has been backfilled is poor and needs to be corrected. She says the tarmac hasn't been benched in properly and is failing. Again, Mrs L has provided photos showing this, and it does appear areas of the tarmac appear to be sinking and not level with the surrounding area. So I'm persuaded by Mrs L's argument here about the poor quality of repairs. Given the photos support Mrs L's testimony and AXA not having provided any evidence to challenge this, I think AXA should correct any poor quality of repairs here.

It's clear this part of the complaint has also been very upsetting and frustrating for Mrs L, and she says the incorrect discharge of water into the drain issue is causing a bad smell. I'm persuaded by this given the photos show a visible area of damp forming around the area of the drain. So, taking this into account, as well as the impact on Mr L and Mrs L of the avoidable delay, I think £850 compensation is fair and reasonable in the circumstances here.

Recovery of excess

Mrs L says she paid the excess to a contractor appointed by AXA but was then asked by AXA to recover this and pay it to another contractor. I can see our investigator said AXA should recover this themselves. Mrs L explained to our investigator that she confirmed to AXA she'd already paid the excess, which contractor it was paid to, and hasn't heard anything since. So, while it doesn't appear to be the case this is an ongoing issue – as Mrs L isn't being chased for this – if AXA do decide to chase this then, subject to Mrs L providing evidence of this being paid, AXA should take steps to recover the excess themselves.

Putting things right

I've taken the view that AXA have made errors in their handling of Mrs L's claim. So, AXA should arrange for the poor quality of repairs to the drain and courtyard to be corrected. AXA should also pay Mr L and Mrs L £850 compensation for the substantial worry, upset and inconvenience caused. Also, if AXA do decide to chase Mrs L for the excess, then subject to Mrs L providing evidence showing the excess has been paid, AXA shouldn't ask Mrs L to recover this.

My final decision

My final decision is that I uphold the complaint. AXA Insurance UK Plc must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 25 February 2025.

Paviter Dhaddy
Ombudsman