

## **The complaint**

Mr C has complained that AXA Insurance UK Plc (AXA) unfairly dealt with a claim under a home insurance policy.

## **What happened**

Mr C made a claim for an escape of water. During the claim, Mr C paid a door company for the materials and labour for repairs to some doors. A few months later, Mr C found out the door company had become insolvent shortly after he made the payment.

Mr C asked AXA to pay the costs he had paid to the door company. When AXA replied to Mr C's complaint, it said the payment had been made by Mr C with no prior agreement by AXA.

When Mr C complained to this Service, our Investigator didn't uphold it. She said Mr C had entered into the contract without the prior agreement of AXA. So, AXA wasn't responsible for the loss. She said AXA didn't need to do anything further.

As Mr C didn't agree, the complaint was referred to me.

## **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 don't uphold this complaint. I will explain why.

I'm aware Mr C made other complaints to AXA. However, they weren't referred to this Service within six months. I'm only able to look at the complaint about the payment for the door.

Mr C has said AXA should cover a payment he made to a door company that was lost when the company became insolvent. He has said AXA's inaction during the claim meant the doors could have been installed before the company became insolvent. He also said he had no reason to believe AXA wouldn't cover the costs when the payment was made. He said he had acted reasonably and had limited the loss by going with that company.

I've looked carefully at the extensive records related to this claim. This includes the emails related to the door costs. Mr C received an email from a contractor that was dealing with the claim more broadly on his behalf. This gave a breakdown of various costs related to the claim and, towards the end, included an email from the door company to the contractor. The door company's email explained what it had found when it inspected the doors and the costs to fix it. It said it needed the payment for the repairs to proceed and there was a lead time of about four weeks.

The same day Mr C received the contractor's email, he forwarded it on to AXA. It's my understanding Mr C made the payment to the door company soon after. A short time later, the door company became insolvent, although Mr C didn't become aware of this until a few

months later. I don't think I can fairly say AXA should cover the payment to the door company. The payment was made without AXA's agreement or input. I'm not persuaded that Mr C's views about AXA's wider handling of the claim or how it dealt with other claim costs change this. AXA later covered the costs for a different company to deal with the damage to the door. So, I think AXA did what it needed to in response to this part of the claim.

As a result, I don't uphold this complaint or require AXA to do anything further in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 December 2024.

Louise O'Sullivan  
**Ombudsman**