

The complaint

Mr and Mrs H complain about AXA Insurance UK Plc's handling of a subsidence claim made under their buildings insurance policy.

Any reference to AXA includes the actions of its agents.

What happened

The background to this complaint is well known to both parties, so I won't repeat it in detail here.

In summary, Mr and Mrs H are unhappy with the time it took AXA's contractors to complete the repairs to the property, and the quality of some of those repairs. AXA recognised there had been delays with the repairs, and ultimately offered Mr and Mrs H £750 compensation.

Our investigator upheld the complaint and recommended that AXA increase its compensation to £1,000. Both parties agreed to the compensation amount, but Mr and Mrs H wanted AXA to replace their kitchen units and worktop. Our investigator didn't ask AXA to do this, as he wasn't persuaded that the problems in the kitchen were caused by subsidence or AXA's repairs.

As the parties haven't been able to reach an agreement, the matter has been passed 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.

Mr and Mrs H's previous complaints about AXA have been considered by this service. I've therefore only considered what happened between 30 January 2023 and AXA's latest final response of 21 June 2024.

Both parties have now agreed to the compensation payment of £1,000, so I won't address this in detail. Though for completeness, I agree that this compensation amount seems reasonable. AXA caused unnecessary delays with putting together the schedule of work (even taking into account that Mr and Mrs H wanted some amendments), and also caused further delays with the repairs themselves. These took a lot longer than Mr and Mrs H were told would be the case, and there doesn't seem to be a reasonable explanation for the delay.

The remaining issue concerns the kitchen. Mr and Mrs H say the cabinet beneath the sink has black mould from water pooling there, despite the contractor installing new silicone when the tiles were replaced. They also say the kitchen units weren't levelled before the tiles were fitted and are now misaligned. And the worktop to the left of the sink dropped in the corner due to the subsidence, and this also wasn't levelled during the repairs. They say that now the water won't drain properly, and instead runs down the worktop to three cupboards causing water damage.

Mr and Mrs H have provided photos (with a spirit level) that shows the sink and the worktop to the left-hand side of the sink aren't level.

Mr and Mrs H had previously arranged for a surveyor to carry out an inspection of the property in 2021. I've read this report as it outlines the subsidence damage. However, this doesn't mention any problems with the kitchen worktop dropping. It does point out the cracking damage to the walls and ceiling.

I've also read the scope of works. This addresses the cracking to the walls and ceiling but doesn't mention a problem with the worktop.

AXA has confirmed that only one base unit was removed in the kitchen when the repairs were taking place, and the worktop was propped. This was to the right-hand side of the sink, which Mr and Mrs H have no concerns about.

AXA says the floor was checked on a site visit and was found to be level. The sink wasn't removed, and nor was the worktop to the left-hand side. Whilst our investigator was looking into this, AXA spoke with its contractor who advised that the sink had been leaking before repairs began and water was running along the join between the sink top and the wall tiles. They apparently advised Mr and Mrs H of this at the time.

So, AXA said it hadn't carried out work in the area that was out of level, and this was away from the subsidence. AXA was of the view the water damage to the cupboards was a maintenance issue rather than down to its repairs.

Given that there was no mention of subsidence damage to the worktop or cupboards and the floor was found to be level, this would suggest that any misalignment wasn't down to subsidence. And as AXA didn't carry out repairs in that area (it didn't remove the worktop, units or sink), it seems unlikely that the repairs caused the misalignment. So, I don't require AXA to put this right.

AXA's contractor did put up new tiles and did apply sealant to the junction of the new wall tiles and the sink. I understand the sealant now has black mould and water is able to reach the cupboard below. However, I've also looked at photos taken before the repairs were done, and it's apparent the silicone immediately behind the sink was damaged then too. The worktop areas around the sink weren't in good condition either.

Mr and Mrs H say there was no water leak. As the silicone in that area was already damaged before the repairs and there apparently was no water leak, I therefore assume it was the normal use of the tap that was causing the problem. It seems the same issue has led to the failure of the new sealant installed by the contractor. Since the problem was apparently pre-existing, I don't think it can be said that this was down to AXA's repairs. AXA has made the point, not unreasonably, that the sink has no upstand splashback to protect the wall. It therefore seems to me that the silicone in that area is likely failing due to the design, rather than AXA's repairs. So, I don't require AXA to carry out any repairs to the sink.

I note that Mr and Mrs H are unhappy with AXA's more recent proposed repair of the doors, as they want these replaced. They want this service to tell AXA when it needs to complete the repairs. However, as the issues with the replacement doors arose after AXA's final response letter of June 2024, Mr and Mrs H would need to raise their concerns with AXA about this as a new complaint.

My final decision

My final decision is that I uphold this complaint. I require AXA Insurance UK Plc to pay Mr and Mrs H £1,000 compensation (less any amount already paid).

AXA must pay the compensation within 28 days of the date on which we tell it Mr and Mrs H accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 28 April 2025.

Chantelle Hurn-Ryan
Ombudsman