

The complaint

Mrs M is unhappy with the way AXA Insurance UK Plc (AXA) have handled the claim she made under her home insurance policy.

What happened

The details of this complaint are well known to both parties and so I've summarised events. In December 2022 Mrs M submitted an escape of water claim to AXA which was accepted. Mrs M was unhappy with the progress of her claim and so raised a complaint to AXA. It sent Mrs M a final response letter dated 22 May 2023 in relation to this and paid Mrs M £250 compensation. Mrs M was unhappy with further delays and the retention and disposal of her contents and so raised a further complaint. AXA sent Mrs M a final response addressing these issues on 19 August 2023, and it awarded £100 compensation. Mrs M bought this complaint to this Service and a final decision was issued on 9 December 2024. This complaint relates to the events that took place following AXA's final response of 19 August 2023.

I want to note here that Mrs M is in her late eighties, has health conditions and requires a walker to get around. I also want to note AXA is aware of this.

Mrs M was unhappy with progress on her claim and raised a complaint to AXA. On 20 April 2024 AXA sent Mrs M a final response. It said it was aware the works were nearly completed apart from a recent list of outstanding issues, but it hoped this would be resolved soon. It said the service it provided wasn't of the level expected and paid Mrs M £300 compensation. Mrs M didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. He said he considered the events which occurred between 20 August 2023 and 20 April 2024 when AXA issued its final response. He said he didn't think AXA had caused any significant or unreasonably long delays which could have been avoided. He said he thought the £300 compensation AXA had paid was reasonable in the circumstances.

Mrs M didn't agree with our investigator. She said she was told the repairs to her home would be completed in December 2023 but this didn't happen. She didn't think the compensation paid was reasonable.

I issued a provisional decision upholding this complaint and I said:

'I want to acknowledge I've summarised Mrs M's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs M and AXA I've read and considered everything that's been provided.'

I also want to make clear what I've considered as part of this decision. I've considered the events which followed AXA's final response of 19 August 2023 and that were addressed in AXA's final response of 20 April 2024.'

The relevant rules and industry guidelines explain AXA should handle claims promptly and fairly. AXA has acknowledged it hasn't handled parts of this claim well and has sought to put things right by paying Mrs M £300 compensation. Within my review of what's happened I've thought about whether this sum is fair or whether it needs to do more. I've considered the key points separately.

Delays

Based on the evidence provided I think there were two main delays in the work being completed. I've highlighted these below and considered whether AXA is at fault or responsible for any such delay.

As part of the repair to Mrs M's property, it was necessary for it to be rewired. I can see from an email dated 22 August 2023 AXA made Mrs M aware if she wanted to use her own electrician a vetting process would need to be completed. Mrs M decided to use her own electrician and so it was necessary for her to send quotes for approval, and for the electrician to be vetted. The vetting process took a number of weeks. I can see from emails in August 2023 and September 2023 the contractor had said the electrician hadn't provided the required forms for the vetting process to be completed and was on holiday during this period. This was outside of the control of AXA, and I'm satisfied it wasn't responsible for any unnecessary delays during this process.

Mrs M has said she agreed to pay 50% of the electrician costs but felt this was a little high. She also said AXA's contractors made things very difficult for the electrician. I can't see this has been raised as a complaint to AXA previously and so I won't be commenting on this as part of the decision.

On 13 October 2023 AXA's agent made it aware the walls would need to be reskimmed following the rewire of the property. This was questioned but not followed up on until 1 December 2023 when AXA's agent asked for approval for the walls to be skimmed. Costs for this work were submitted and it took some weeks for this to be approved. The delay in this work being approved was due to a misunderstanding between AXA and its agents and so I don't think it was reasonable it took this length of time to be approved. Additionally had this been appropriately followed up on in October 2023, the approval could have been provided much sooner. This likely caused a delay in the repairs being completed which has caused Mrs M distress and inconvenience given she was in alternative accommodation waiting to be able to return home.

I think AXA also failed to take into consideration this further work when it gave Mrs M an estimated completion date of December 2023. I think had it appropriately taken this into consideration in October 2023 when it was told this was necessary, it could have provided Mrs M with a more realistic estimated completion date. Instead she was expecting repairs to be complete in December 2023, only to be told this had been pushed back several months. This mismanagement of expectations caused Mrs M further distress as she had to remain in alternative accommodation for some months longer than she was expecting.

Issues with repairs

A walkthrough of the property was arranged for the beginning of March 2024 to highlight any issues with the repairs. A number of snagging items were picked up and a repair agreed. I can see Mrs M emailed AXA to say there were a number of outstanding issues which hadn't yet been resolved. AXA's agent responded to Mrs M

on 21 March 2024 acknowledging it was disappointing these issues hadn't been rectified as agreed and confirming it would make sure these were done. This would have caused Mrs M distress and inconvenience as she had to spend time corresponding with AXA unnecessarily and she had to wait longer than she should have done for these issues to be resolved.

Mrs M sent AXA's agent an email on 14 April 2024 with nine issues that she said hadn't been resolved. I can see AXA's agent responded to this on 16 April 2024 and said it would be making further enquiries. It appears this was ongoing at the point AXA issued its final response on 20 April 2024. As this hadn't been fully investigated and resolved by AXA by the point AXA issued its final response I haven't considered these points as part of this decision. If Mrs M is unhappy with the way AXA dealt with any of the issues she raised in her email to AXA's agent on 14 April 2024 then she can raise this as a further complaint.

Mrs M has raised specific issues which she has said delayed her being able to return to her property in March 2024. As part of the claim her downstairs toilet was being replaced. Mrs M has said she requested a quote from AXA's contractors to fit a more suitable toilet given her mobility issues but the quote she was provided was unreasonable. This meant she had to arrange her own plumbers to replace the toilet. I don't think AXA were under any obligation to replace the toilet with one more suited to Mrs M's needs as it appears this was outside of the insurance claim. I can't hold it responsible for the quote provided or Mrs M's decision to fit a more suitable toilet for her needs.

Mrs M said the battens and curtain poles hadn't been replaced which meant curtains couldn't be hung. She said this made her feel exposed and vulnerable. I can see AXA's agent sent an email on 21 March 2024 apologising that the battens and curtain poles hadn't been fitted in all the rooms and confirming this would be done. Mrs M then sent a further email on 1 April 2024 as there was still a batten missing in the study. It would have been frustrating for Mrs M that this hadn't been done, and that she had to chase on more than one occasion for this to be completed. I've taken this into consideration when considering reasonable compensation for the distress and inconvenience she has been caused.

Mrs M said she was unable to use the stairs until two handrails had been installed. I can see Mrs M had said she was expecting the handrails to be replaced, but AXA's agent said it was agreed this would be repaired. I can see this issue was raised by Mrs M as part of her email to AXA's agent on 14 April 2024 and so if she is unhappy with how this was resolved she can raise this as a separate complaint with AXA.

Mrs M has said the alarm system had been disabled and she had to replace it. I can't see this has been raised to AXA or addressed by them as part of this complaint and therefore I haven't considered it. Again Mrs M may be able to raise this as a new complaint with AXA.

Putting things right

As I've outlined above AXA have acknowledged the service it provided Mrs M wasn't of the level expected and so paid Mrs M £300 compensation. I don't think this appropriately takes into consideration the impact caused to Mrs M.

The delay in the repairs to her home have caused Mrs M additional distress and unnecessary inconvenience. Mrs M has vulnerabilities – which AXA is aware of - which meant the impact of the unreasonable delays, poor communication and the

incomplete rectification work was considerable. Having taken into consideration the errors I hold AXA responsible for, and the impact this has caused to Mrs M, I think £500 compensation is more reasonable to acknowledge her considerable distress and inconvenience'

AXA didn't respond to my provisional decision. Mrs M accepted my provisional decision but wanted some clarity on whether she was able to raise complaints about further issues she experienced during the claim.

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.

As neither party has given me anything further to think about, I see no reason to reach a different conclusion to the one I reached before. So I uphold this complaint for the reasons I set out in my provisional decision.

Mrs M has said her electrician experienced issues with AXA's contractors whilst working in the house and a problem has emerged due to this. She said when AXA issued its final response of 20 April 2024 there were still issues with her home, such as with the bannister and alarm system. She also said she is awaiting completion of her contents claim and nobody showed her how to use her heating system which has meant she had to employ a heating engineer at her own expense to rectify this. She wants to know whether she is able to raise these issues as a separate complaint.

To be clear, I've not considered any of the above issues Mrs M has raised in response to my provisional decision as part of this decision. Mrs M should look to raise these issues with AXA in the first instance if she hasn't done so already.

My final decision

For the reasons I've outlined above I uphold Mrs M's complaint about AXA Insurance UK Plc. I require it to pay Mrs M a further £200 compensation bringing the total compensation due to £500.

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

Andrew Clarke
Ombudsman