

The complaint

Mr B complains about AXA Insurance UK Plc's handling of his home insurance claim.

AXA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AXA has accepted it is accountable for the actions of the agents, in my decision, any reference to AXA includes the actions of the agents.

What happened

In early 2024, Mr B made a claim on his home insurance (buildings) policy with AXA after his property was damaged by a flood.

A few months later, AXA arranged for a loss adjuster to visit the property and carry out a recorded interview with Mr B. He was then asked to sign a statement of truth. But Mr B refused to sign it. He asked AXA to provide him with a recording of the interview, but AXA wouldn't agree to send this to him before he signed the statement.

Mr B raised several complaints about AXA's handling of his claim. The concerns he raised included a delay in progressing his claim, the conduct of the loss adjuster, and the customer service provided by AXA.

AXA paid Mr B £125 compensation for some customer service issues. But it didn't agree it was responsible for delaying the claim. AXA acknowledged that the loss adjuster could have been more empathetic during the interview and that he had forgotten to show his identification at the time. But it said it couldn't move Mr B's claim forward without the signed statement from him. It said Mr B had been told he could ask the loss adjuster to make changes to the statement before he signed it, and he still could.

Mr B remained unhappy and asked our service to consider his concerns.

Our investigator thought AXA's requirement for Mr B to sign the statement of truth was reasonable. She wasn't persuaded that the loss adjuster had acted unprofessionally or that AXA had harassed Mr B. However, she thought AXA was responsible for some delay to the progression of the claim and recommended it pay Mr B an additional £250 compensation.

Both parties disagreed with our investigator's outcome.

Mr B said he appreciated the further compensation our investigator had recommended. However, he felt AXA should approve the claim without needing him to sign the statement. He also provided some further comments about AXA's customer service and the impact of his poor living conditions on his health.

AXA didn't agree with our investigator's conclusion that it should have made a decision on Mr B's claim. It said it had no reason to repudiate Mr B's claim and it wanted to afford him the courtesy of trying its best to validate the claim and proceed.

AXA also commented that Mr B had continued to email its complaints team about the condition of the property causing him health problems but hadn't provided any evidence to

show the damage had worsened since the site visit. It said the only reason the property was damaged was due to the flood, not to the actions of AXA.

As Mr B and AXA disagree with our investigator's outcome, the complaint has been passed to me to decide.

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 reached broadly the same conclusions as our investigator. I'll explain why.

I've considered everything Mr B has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr B I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise. In this decision, I've considered events complained of up until AXA's final response letter of 23 September 2024.

Alternative accommodation

Mr B has complained that AXA didn't provide him and a family member with alternative accommodation.

The policy's terms and conditions say AXA will cover reasonable costs and expenses if the policyholder can't live in their home due to an insured loss or if they've been formally advised to evacuate their home due to an insured loss.

AXA says it will only provide alternative accommodation where the property is uninhabitable due to a lack of kitchen or bathroom facilities. The terms and conditions don't specifically say this, but I haven't seen evidence to show the property couldn't be lived in for any other reason. So, I'm not persuaded AXA needed to place Mr B in alternative accommodation prior to validating his claim.

Claim validation

AXA says it hasn't been able to validate Mr B's claim because he won't sign the statement of truth its loss adjuster drafted after interviewing him in April 2024.

Mr B says the signed statement is unnecessary and requiring him to sign it is unfair. He says the property was covered by his father's policy with AXA prior to him taking out his own policy. He only took out the policy at the time he did due to a family bereavement. If it wasn't for the bereavement, AXA would not have requested the signed statement. He says AXA has accepted his insurable interest on his father's policy and the events have been confirmed by Mr B providing evidence of the flood itself, damages and his whereabouts.

There doesn't seem to be any dispute about the flood having occurred. I appreciate Mr B feels AXA should deal with the claim because the property was covered by his father's policy

prior to him taking his own one out in January 2024. However, Mr B's claim relates to his policy and it's for damage he says was caused only a day after he took the policy out. Under the circumstances, I think it was reasonable for AXA to require further information to validate Mr B's claim.

I understand Mr B provided AXA with documents it had requested following the interview that took place in April 2024. But AXA says it still needs Mr B to confirm the version of events he's given is accurate before it can validate the claim.

I appreciate Mr B was reluctant to sign the statement of truth without having access to the recording of the interview. However, he was told he could make amendments to the draft statement the loss adjuster had prepared before signing it. This gave him the opportunity to make any amendments to the statement of truth to clarify anything he felt was inaccurate and ensure it was his honest account of events.

Having reviewed the information available to me, I think AXA's requirement for Mr B to sign the statement of truth was reasonable.

Customer Service

AXA has apologised for some confusion between Mr B's buildings claim and a claim for contents. It also acknowledged misspelling Mr B's surname and failing to respond to one of Mr B's complaints within the agreed timescales. It paid him £125 to compensate him for these errors.

Mr B says the loss adjuster didn't show his ID when he came to interview him in his home. I can see that the loss adjuster acknowledged this in an email to Mr B and said this was an oversight. But he subsequently provided his ID to Mr B. In the recording of the interview, the loss adjuster says he'll give Mr B his business card with his email address. It sounds like this was given at the time. While it appears that the loss adjuster didn't show his ID to Mr B before the interview, I think this was rectified very soon.

Mr B says the loss adjuster didn't gain his consent to record the meeting or tell him it was optional. At the beginning of the interview, I can hear the loss adjuster say:

"We're just going to commence the insurance meeting. (Mr B), if you don't mind acknowledging that we're recording the meeting, we'll get started."

In response, Mr B says: *"That's fine. I confirm that."*

I'm satisfied from the above that Mr B was aware that the meeting was being recorded, and he consented to it going ahead on that basis.

Mr B has raised several other concerns about the loss adjuster's conduct during the interview. These include not providing condolences for a relative's death, pressuring him and not providing him with a toilet break.

I think it would have been good if the loss adjuster had shown some empathy when Mr B mentioned the recent passing of his relative. However, having listened to the recording of the meeting, I think the loss adjuster was polite and professional throughout. Mr B may have felt pressured, but I'm not persuaded that the loss adjuster did anything to make him feel that way. I don't think any of the loss adjuster's questions were unreasonable. It seemed that he was simply trying to establish the facts.

Around an hour and a half into the interview, Mr B asked if he could go to the toilet and the loss adjuster said that of course he could. The interview took place in Mr B's own home and

there were several pauses throughout the interview, where Mr B could have taken the opportunity to go to the toilet if he wanted to. So, I'm not persuaded that the loss adjuster prevented Mr B from going to the toilet.

Mr B has complained about being emailed by the loss adjuster out of office hours and at weekends. But, as far as I'm aware, there was no requirement for Mr B to respond to the emails at these times. So, I'm not persuaded that the loss adjuster harassed Mr B.

Mr B says AXA's claims handler also harassed him by making unsolicited phone calls to him even though she was aware he preferred to have communication in writing. I can see that Mr B asked for communication in writing and the claims handler called Mr B after this. But, according to AXA's notes, Mr B said he was busy and requested an email. And the claims handler complied with this request. I appreciate receiving a phone call was frustrating for Mr B. But I'm not persuaded he was harassed.

Delays

I understand Mr B raised his claim in January 2024. Due to the nature of the claim, it was moved to AXA's loss adjusters in April 2024 and Mr B was interviewed shortly after that. I haven't been provided with any information to show me what might have delayed progress of the claim prior to April 2024.

I can see that AXA took steps to try to validate Mr B's claim following the interview. But it couldn't complete its validation because of Mr B's refusal to sign the statement of truth. This impasse seems to have been reached in around June 2024. However, the claim was still open at the time of AXA's final response letter of 23 September 2024.

AXA says it kept the claim open because it had no reason to repudiate it and it wanted to give Mr B the courtesy of trying its best to validate the claim and proceed. However, it's also said that it may consider whether it needs to repudiate the claim on the basis that Mr B isn't willing to cooperate.

I appreciate AXA feels it's not responsible for a delay here. However, AXA is required to deal with claims promptly and fairly. It isn't fair or reasonable to keep a claim open indefinitely. I think it was clear in June that Mr B wasn't willing to sign the statement. So, I think AXA should have decided to either accept or decline Mr B's claim at that point.

Mr B says the damp conditions in the property have caused him and his family some health issues. I don't think it would be fair to say AXA is entirely responsible for these. But I think the delays it is responsible for are likely to have extended the length of time Mr B has had to live in these conditions. And I think Mr B has been caused some additional frustration while the claim has remained ongoing. So, I think it would be fair for AXA to pay Mr B £250 for distress and inconvenience. This is in addition to the £125 it awarded him in its final response letter of 4 June 2024.

Discrimination

Mr B has commented that he believes AXA has discriminated against him based on his "*foreign sounding name*" and his occupation.

The Equality Act 2010 says a person must not be treated less favourably because of their race, (which includes colour, nationality and ethnic or national origins). Our service doesn't have the power to decide if the Equality Act 2010 has been breached. That is a matter for the courts. However, as Mr B has suggested he may have been discriminated against due to

his “*foreign sounding name*”, I’ve taken the act into account when deciding whether AXA has acted fairly and reasonably – given that it’s relevant law.

I’d like to reassure Mr B that I’ve taken his concerns seriously. I note that Mr B’s name was misspelt by AXA. But having considered all of the information available to me, I haven’t seen anything to suggest that Mr B’s race played a part in the way he was treated, or his name being mis-spelt. I think it’s more likely that his name was misspelt due to carelessness. I’ve explained why I’m satisfied it was reasonable for AXA to require further information to validate his claim, including asking him to sign the statement of truth. I think this was mainly due to the timing of the claim so soon after Mr B took out the policy. I’m not persuaded this was due to do with the sound of Mr B’s name.

While a person’s occupation isn’t a protected characteristic under the Equality Act, I have considered Mr B’s comments regarding being discriminated against on this basis. I note that the loss adjuster who interviewed Mr B warned him that providing any false information could have quite serious consequences, not just for the insurance case but for his occupation. But I don’t think this suggests AXA unfairly singled out Mr B because of his occupation. I think the loss adjuster was just trying to make Mr B aware that there might be additional consequences for him if he didn’t ensure the information he provided to AXA was accurate. So, I’m not persuaded AXA acted unfairly here.

Putting things right

AXA should pay Mr B an additional £250 for distress and inconvenience.

My final decision

For the reasons I’ve explained, I uphold Mr B’s complaint and direct AXA Insurance UK Plc to put things right by doing as I’ve said above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 4 April 2025.

Anne Muscroft
Ombudsman