

The complaint

N complains that AXA Insurance UK Plc has caused avoidable inconvenience with its handling of a subsidence claim that has been ongoing for a number of years.

N feels a lack of updates and responses to emails have added to delays and the inconvenience experienced in finalising the claim and the cash settlement being received.

What happened

N made a claim on its building insurance policy with AXA in 2019 after damage was identified consistent with subsidence. Works were undertaken to trees and vegetation identified as the potential cause of the subsidence before monitoring was completed to determine whether the property was stable.

Since the claim was made, N has had cause to complain at a number of different points and in total, 9 final responses have been issued. I've not set out the details of these all as the complaints are separate and well known to both sides. This complaint is focused on a complaint raised in March 2024 and AXA's final response issued on 2 May 2024.

N was unhappy with delays in a cash settlement being provided by AXA and a lack of updates and responses to emails.

AXA accepted delays had been added after a cash settlement had been agreed to be paid towards gardening/landscaping works. And it could see there had been unreasonable delays in the emails being responded to and N being updated on the progress of the claim.

In recognition of this, it made an award of £350 for the added inconvenience experienced.

Our investigator looked at this complaint and didn't think AXA had gone far enough to put things right. They said since May 2023, over £1000 had been paid to N by AXA with the different complaints raised. From November 2023, they couldn't see any further progress had been made and this complaint was raised in March 2024.

They agreed delays were added when N wasn't provided with updates about the claim and the payment for the cash settlement appeared to be delayed after being authorised in March 2024 but not paid until August 2024. Overall, they didn't think the payment made fairly represented the additional inconvenience added and with questions still outstanding, the lack of response added to the uncertainty of what was going on with the claim and next steps. They felt a further £300 should be paid to recognise this.

AXA didn't agree with the increase recommended. They highlighted the number of complaints previously brought and said it would be unfair to apply an uplift if this was being done so because of the previous delays or issues it considered here. And it highlighted other complaint issues dealt with in its final responses would have needed to be brought to this Service within six months of the final response date.

Our investigator clarified they are considering the complaint points raised in the most recent

final response, which had been brought on time and that AXA had not provided copies of any previous final responses. They still felt the award they recommended was fair.

AXA still felt the recommendation was unfair and because it didn't agree with our investigator, the complaint was referred for 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.

I am upholding this complaint as I don't think AXA has fairly recognised the impact of its delays with this claim and the communication failings. I appreciate it agreed there was a failing here and it has taken steps to put this right with the award it made, but I'll explain why I don't think this has gone far enough.

For clarity, this complaint is focused on the actions of AXA and the complaint raised by N in March 2024. I understand this is one of many complaints raised and that most complaints made by N have resulted in a payment for inconvenience by AXA. As AXA has highlighted, if N was unhappy about any previous responses provided on its complaints, these needed to be brought to us within six months of the final response letters issued. As these haven't been brought to us, I'll focus on the complaint that has been brought.

While I am not considering the previous complaints, I do think the nature of these and number, is helpful context to what has happened. And to why the inconvenience of this matter and continued small failing creating more inconvenience will give rise to further complaints.

Claims of this nature often do take many months and years to resolve. It is the unfortunate nature of these claims and this can mean there is significant disruption and inconvenience. N as the limited company responsible for providing insurance to the block cannot be distressed, but the inconvenience added to it and its agents in carrying out their normal functions can be considered with the awards made. And when delays have been built into this process and more time is required to put things right, this inconvenience goes beyond what is reasonable to expect.

When AXA and its loss adjuster failed to provide updates on the cash settlement and progress of the claim, N needed to chase and was left with uncertainty on the next steps. And even after the complaint was raised about the service provided, this answer still wasn't provided in full.

Although the previous complaints have not been considered here, I think they provide helpful context on the ongoing inconvenience this matter has caused. AXA has demonstrated it has been chasing its loss adjuster for updates, but when these haven't been provided, AXA is ultimately responsible for the added inconvenience. And I think it is acknowledged that there is a causal effect of ongoing similar mistakes and how this impacts N.

Based on this, I think AXA needs to go further with the award. When it addressed the complaint points, it was unable to answer all of N's questions and this meant there was no finality brought and this caused significant inconvenience to N that has caused disruption with lots of extra time to put things right. And this issue alone had been ongoing for a number of months. To reflect this and the overall inconvenience experienced at this point, I think it is fair and reasonable to increase the award to £650.

Putting things right

As AXA has already paid the £350 offered in its final response, it now needs to pay N an additional £300.

My final decision

For the reasons I've explained above, I uphold N's complaint.

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

Thomas Brissenden
Ombudsman