

## **The complaint**

Mr W complains about the way AXA Insurance UK Plc has handled a claim he made following an escape of water at his property.

Mr W is being represented in bringing this complaint. For ease I've referred to most comments of the representative as being Mr W's own, unless set out otherwise.

Any reference to AXA includes its appointed agents.

## **What happened**

Mr W had an escape of water claim, AXA carried out some repairs. Mr W had further issues, including with damp, in the property. AXA said those issues weren't related to the initial claim. Mr W complained about AXA's outcome and that complaint was considered by this Service in December 2022. The findings of that complaint were that the issues in the property were most likely as a result of poor repairs carried out by AXA. Both Mr W and AXA accepted this Service's recommendation that the claim should be reopened, and that AXA should carry out a lasting and effective repair. Our Investigator said it wouldn't be appropriate to set out what AXA needed to do to ensure this happened. The complaint was closed at the start of 2023.

On 20 November 2024 AXA responded to a further complaint from Mr W. This was in relation to a site visit being cancelled, at short notice, by AXA. And AXA's refusal to confirm who was handling the claim. It also said no loss of rent payment (requested by Mr W) would be made until a further site visit took place. AXA said it was sorry for its service being below what it expected, it paid £75 compensation.

Unsatisfied with AXA's response, Mr W referred the complaint to this Service. He said AXA had failed to answer his complaint that it had, for two years, failed to comply with an adjudication made by this Service.

An Investigator reviewed the complaint. She said whilst matters were ongoing, it wasn't unreasonable for AXA to want to carry out a further site visit in order to progress the claim, including Mr W's claim for lost rental income.

Mr W asked for an Ombudsman to review matters. He said his point – that the claim hadn't progressed in the 22 months since the previous complaint was considered by this Service – hadn't been addressed.

Our Investigator confirmed that she hadn't reviewed the claim in its entirety since December 2022. She said Aviva had sent other complaint final response letters (FRLs) covering complaints about the claim progression on 22 January 2023 and 9 April 2024. She said neither of these complaints had been referred to this Service within six months from the date of those letters. She said if Mr W wished for us to consider those complaints out of time, we'd review whether any exceptional circumstances applied which meant we could consider the complaints referred too late.

Mr W didn't provide any exceptional circumstances but said his complaint was about the lack of progress since the last complaint was resolved in December 2022, and AXA's failure to comply with the previous Investigator's findings.

In March 2025 I issued a provisional decision on the complaint. I did so to set out the parts of Mr W's complaint that I intended to decide he's referred too late – meaning I can't consider them – and to give my findings on the complaint points I thought I could consider because they had been referred in time.

In relation to the parts of the complaint that had been referred to this Service in time, in my provisional findings I said I didn't think AXA had caused unreasonable or unnecessary delays in the handling of the claim. A copy of what I said is below.

*In terms of claim progression AXA's notes say that, in May 2024, a cash settlement amount was still being discussed. AXA's notes say in July Mr W provided a quote from his own contractor. And in August it was decided that a joint site visit would need to take place, which happened in September. I can't see that AXA caused any unreasonable delay in this period. It was, at times, waiting on information from Mr W who wanted to provide information from his own contractors. I think it acted reasonably promptly, having received that, to arrange the joint site visit.*

*In view of the potential size of the claim, owing to Mr W advising he had a large loss of rent claim, Aviva advised in November 2024 that a further site visit was needed, with its major loss team.*

*I appreciate it would be frustrating to hear that a further site visit was needed. But I don't think it's unreasonable that AXA asked for one. It seems from the file, AXA had asked Mr W's representative for more information relating to the loss of rent claim; I can't see that was provided by the time the FRL was issued. So I'm satisfied in view of the ongoing issues, a request for a further site visit wasn't unreasonable.*

*I'm not satisfied that AXA treated Mr W fairly in then cancelling that asked for meeting at short notice. I accept that unfortunately issues can come up, but given the age of the claim and the time elapsed since the first visit, I think AXA should have acted to avoid cancellation or, at the very least, ensured a follow up visit could happen without delay.*

*At the point it issued its complaint FRL, it said another adjuster would be in touch to arrange that further visit. If that hasn't happened, or Mr W remains unhappy with the progress of the matter, he'll need to raise a further complaint with AXA before we could consider it.*

*But for the frustration caused in cancelling that site visit at short notice, I'm satisfied AXA's compensation of £75 was fair and reasonable. I know Mr W is unhappy that an interim payment for loss of rent hasn't been agreed by AXA. I haven't seen enough to persuade me its refusal to do so was unfair or unreasonable as of November 2024. But I note AXA has said it will consider it as part of the further visit. And so Mr W can refer any complaint he has on AXA's decision around this to our Service, subject to our usual rules including those relating to time limits.*

AXA didn't respond to my provisional findings. Mr W responded to say that AXA was now moving forward with 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 provided any further points for me to consider, I see no reason to depart from the findings set out in my provisional decision, as such, my provisional findings are now that of this, my final decision.

### **My final decision**

My final decision is that I don't intend to ask AXA Insurance UK Plc to do more to put things right.

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

Michelle Henderson  
**Ombudsman**