

## **The complaint**

Mrs C and Mr H complain about AXA Insurance UK Plc's handling of a claim under a home insurance policy.

## **What happened**

Mrs C and Mr H had a home insurance policy with AXA. In October 2023, they discovered a leak within their living room, also affecting the kitchen below. They made a claim with AXA.

AXA requested information from Mrs C and Mr H for different parts of the claim, and in January 2024, Mrs C and Mr H complained about the time AXA was taking.

AXA issued a complaint response in March 2024. It said it kept Mrs C and Mr H informed of the essential evidence it required to progress the claim. It said the evidence it had received wasn't sufficient. It didn't uphold the complaint.

Mrs C and Mr H remained unhappy, so they referred their complaint to the Financial Ombudsman Service. They were unhappy AXA continued to request further information despite what they'd provided. They felt AXA had delayed progression of the claim.

The Investigator didn't uphold the complaint. They reviewed AXA's handling up to its complaint response and said there were no avoidable delays or evidence of poor communication. They also said AXA's request for information was not unreasonable.

Mrs C and Mr H didn't agree. They said AXA had refused to progress 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 outlined by the Investigator, this complaint will concern AXA's handling of the claim up to its complaint response. The Investigator will set up a new complaint to look into the additional concerns Mrs C and Mr H raised, such as cover for their kitchen units, the excess applied, their dehumidifier costs and the settlement amount AXA offered. The Investigator will contact Mrs C and Mr H separately about the new complaint, in due course.

Turning to this complaint, I've reviewed whether there is sufficient evidence of avoidable delays, or poor communication, that AXA is responsible for.

The policy terms make it clear AXA will likely require proof of loss, damage or valuation in the event of a claim. So I don't think it's unreasonable for AXA to request evidence that can fairly be considered relevant in the circumstances.

Turning to the information AXA did request, I think the information it requested was reasonable in the circumstances, and I think it has been consistent in what it has requested. I've explained why below.

### *Blinds*

Mrs C and Mr H claimed for damage to their blinds.

I can see AXA made it clear it would need evidence to show the damage to the blinds, along with evidence to show the cost to replace them on a like for like basis. I think it was reasonable for AXA to request this.

AXA was consistent with its position on the above, and I've not seen evidence to show the information it requested was provided, prior to its complaint response. So, I'm not satisfied AXA caused avoidable delay.

### *Carpet*

Mrs C and Mr H claimed for damage to their carpet.

I can see AXA made it clear it would need evidence of a like for like quote to replace the carpet. It also made it clear it would need a report to confirm the cause of the damage. I think it was reasonable for AXA to request this.

I can see Mrs C and Mr H did provide a screenshot of a quote, but I don't consider this itself was sufficient to show the cause of damage, or that it was clear this was a quote for a like for like replacement. I can also see that AXA's agent was unable to inspect the carpet itself, in December 2023, due to the amount of contents covering the carpets.

Because I've not seen evidence to show the full information AXA requested was provided prior to its complaint response, I'm not satisfied it caused avoidable delay.

### *Kitchen*

Mrs C and Mr H claimed for damage to their kitchen units.

I can see AXA made it clear it would need evidence to show damage caused to the kitchen units, which Mrs C and Mr H alleged was a result of the leak. I think it was reasonable for AXA to request this.

AXA was consistent with its position on the above, and following the visit in December 2023, AXA's agent said the kitchen units were not located near the area of damage, so were unlikely to have been damaged as a result of the leak.

Mrs C and Mr H did provide a quote around January 2024, that included kitchen units. But I can't see this itself showed that damage was caused to the units as a result of the leak. And because I've not seen evidence to show the information AXA requested was provided prior to its complaint response, I'm not satisfied it caused avoidable delay.

### *Other evidence*

At the outset of the claim, AXA had to review the non-disclosure of prior claims. I think it was reasonable in the circumstances for AXA to take some time to do this, and I consider it completed this review promptly.

I can see that some time was required for AXA to arrange asbestos testing, which it carried out, and confirmed the results of, in November 2023. I consider it did this within a reasonable timeframe.

Mrs C and Mr H then requested AXA cash settle the claim, but provided a quote for asbestos

removal that was more than twice what AXA's agent had quoted. I don't think it was unreasonable in the circumstances for AXA to take some time to review this.

AXA's agent attended in December 2023 to review the damage. I think this was fair, given the lack of evidence to substantiate all elements of what Mrs C and Mr H had claimed for.

AXA did offer a cash settlement in January 2024, for the items it considered had been sufficiently validated. This included the asbestos removal work and associated works for the ceiling. But I can see that Mrs C and Mr H didn't wish to accept this aspect of the settlement, as they disputed the offer. So I don't consider AXA delayed this settlement. As outlined above, we've set up a new complaint to consider whether AXA's settlement was fair in the circumstances.

In addition to the above, I can see Mrs C and Mr H also made it clear in November 2023, that they didn't want any works done in the property, until after Christmas. Because of this, and because Mrs C and Mr H requested AXA cash settle the claim, I don't consider AXA delayed arranging the works through its agents.

Having reviewed the available evidence, I also think AXA responded within a reasonable timeframe to contact from Mrs C and Mr H, and I think overall, it kept them well enough informed, with clear and not misleading information about what it required, to progress the claim.

So, overall, for the reasons outlined above, I'm not persuaded AXA caused avoidable delay leading up to its complaint response, or that it otherwise provided poor service in its handling of the claim up to that point.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr H to accept or reject my decision before 2 July 2025.

Monjur Alam  
**Ombudsman**