

The complaint

Mr and Mrs S complain about AXA Insurance UK Plc's handling of a claim they made under their home insurance policy.

AXA has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of AXA's agents as being its own.

What happened

Mr and Mrs S had a home insurance policy with AXA. In November 2023, they made a claim with AXA for damage caused by a storm.

AXA inspected the property in November 2023 and following this, Mr and Mrs S sent AXA invoices for the works carried out to repair part of the damage to their home. AXA reimbursed this cost, less the policy excess, in February 2024.

In March 2024, Mr and Mrs S submitted quotes for remaining repairs of the storm damage, along with details of the damaged contents they were claiming for.

Mr and Mrs S complained to AXA about its handling of the claim and delays.

AXA issued a complaint response in June 2024. It accepted there were delays, poor communication and poor coordination on the claim. It offered Mr and Mrs S £200 compensation, which has since been paid.

Mr and Mrs S complained again to AXA about further delays on the outstanding parts of the claim, and continued poor communication.

AXA carried out a further visit in October 2024 to review the outstanding elements of the claim. It issued another complaint response in November 2024. It accepted there were further delays, confusion caused by prematurely closing the claim, poor communication and failed callbacks. It paid Mr and Mrs S a further £600 compensation. This took the total compensation paid to £800.

Mr and Mrs S referred their complaint to the Financial Ombudsman Service. They were unhappy with the delays on the parts of the claim AXA had paid, and the parts still outstanding. They said AXA's actions caused them severe financial and emotional distress, and they were unable to enjoy the full use of their house.

Following this, in December 2024, AXA communicated its decision and offer on the outstanding part of the claim, to Mr and Mrs S.

The Investigator looked into the complaint. They explained Mr and Mrs S would need to raise a new complaint if they were unhappy with AXA's decision and settlement offer on the outstanding part of the claim. But they agreed there was poor service and delays on the claim, including poor communication. So they recommended AXA pay Mr and Mrs S a further £150, on top of the £800 it had already paid.

AXA accepted. Mr and Mrs S didn't agree. They said the compensation did little to help with the ongoing situation on 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.

I should first set out that I acknowledge I've summarised Mr and Mrs S's complaint in a lot less detail than they've presented it. Mr and Mrs S have raised a number of reasons about why they're unhappy with AXA. I've not commented on each and every point they've raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of this service. I assure Mr and Mrs S, however, that I have read and considered everything they've provided.

As outlined by the Investigator, under this complaint, I'll only be considering matters covered in AXA's complaint responses of June and November 2024. On any additional matters, including any concerns about AXA's claim decision and settlement offer on the outstanding parts of the claim, Mr and Mrs S can raise a new complaint with AXA.

Mr and Mrs S sent AXA the invoice for the first part of the claim in November 2023. AXA completed payment for this part of the claim in late February 2024. I consider this amounts to avoidable and unreasonable delay. Having reviewed the evidence, I consider the delays were caused by the time taken for AXA to complete its report following the inspection, AXA not compiling a schedule of works itself and the time taken for AXA to review the information Mr and Mrs S provided.

Mr and Mrs S sent AXA evidence for the remaining part of the claim in March 2024. But by November 2024, AXA still hadn't made a decision on this. I consider this amounts to significant avoidable and unreasonable delay. And having reviewed the evidence, I'm satisfied the delay is due to the poor coordination between AXA and its agents, and a delay in reviewing the information Mr and Mrs S provided.

AXA accepts it prematurely closed the claim file after its first settlement payment, and that this caused delays and confusion. It also accepts there was very poor communication on the claim, including unanswered emails and with Mr and Mrs S having to chase for updates and progress frequently. Overall it accepts there were significant delays in its handling of the whole claim. And having reviewed the evidence, I agree with its conclusions.

Mr and Mrs S said AXA's actions, and the delays, caused them severe financial distress as they had to pay for repairs, and wait a long time before they were paid the costs they were entitled to under the claim. I've kept this in mind when considering fair compensation in the circumstances. Mr and Mrs S did carry out some of the works, but I agree the delay in concluding the other parts of the claim, would likely have delayed those insured works and repairs being carried out. So, I'm satisfied AXA's actions did impact on Mr and Mrs S's enjoyment of their home.

Overall, I'm satisfied AXA's actions caused Mr and Mrs S substantial distress, upset and worry, resulting in impact to their daily life, with the impact felt over many months. And in those circumstances, I agree with the Investigator that a further £150, on top of the £800 AXA has already paid Mr and Mrs S, is fair and reasonable. So, this is what I will direct AXA to pay.

My final decision

My final decision is that I uphold this complaint and require AXA Insurance UK Plc to:

- Pay Mr and Mrs S a further £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 23 July 2025.

Monjur Alam
Ombudsman