

The complaint

Mrs H and Mr H complain about AXA Insurance UK Plc (“AXA”) and the way they handled the initial stages of the flood claim they made on their home insurance policy.

Mrs H has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mrs H or Mr H as “Mrs H” throughout the decision where appropriate.

What happened

The claim and complaint circumstances are well known to both parties. So, I won’t be listing them chronologically in detail. But to summarise, Mrs H and Mr H held a home insurance policy, underwritten by AXA, when their property was damaged by a flood in early January 2025. So, they contacted AXA to make a claim.

But Mrs H was unhappy with the service AXA provided following this. So, in March 2025, she raised a complaint. In summary, Mrs H’s complaint included, and was not limited to, her unhappiness with how the claim had progressed including delays caused by AXA’s time taken to validate it and accept liability as well as mis-advice she feels she was provided during that time. Mrs H set out how she felt her claim had been mis-handled compared to neighbouring properties, and she wanted to be compensated for the impact this had on her, Mr H and her children.

AXA responded to the complaint and upheld it in part. They accepted the complaint could have been progressed more efficiently than it had, although they set out why the validation process had been delayed due to an issue with the outbuildings. And they accepted Mrs H had initially been mis-advised, although they felt this had been corrected appropriately once they themselves had received the claim to progress. So, to recognise the above, they paid Mrs H and Mr H a total compensatory amount of £200. Mrs H remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it. Both parties have had sight of this outcome, so I won’t be recounting it in detail. But to summarise, our investigator set out the time period they had considered, in line with the rules our service works within. And having done so, why they were satisfied AXA’s £200 compensatory payment was a fair one to recognise the impact AXA’s failings had created. So, they didn’t recommend AXA do anything more.

Mrs H didn’t agree, providing several comments setting out why. These included, and are not limited to, her assertion that the £200 wasn’t enough to recognise the distress and inconvenience her and her family had been caused by AXA’s failings, explaining they found this impact to be worse than the impact caused by the flood itself. She also set out why she felt left without assurance that AXA would address, and prevent further instances of, her concerns regarding a lack of advice and support. Mrs H did also provide an update on the further impact to her and her family that had occurred after AXA’s complaint response. As

Mrs H didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as our investigator. I've focused my comments on what I think is relevant, in line with our services informal approach. So, while I want to reassure both parties I've considered all the evidence and testimony that has been provided, if I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I want to make clear what I've been able to consider, and why. The rules our service work within make it clear that our service is only able to consider complaints that have been raised with a business first. When Mrs H contacted our service in relation to this complaint reference, AXA had issued their complaint response on 9 April 2025. So, this decision will focus solely on the events and impact that occurred between the date of claim up until this point. Any issues, or impact, that Mrs H wishes to be considered about events after that date will need to be considered by our service separately and I note Mrs H has raised a further complaint with our service, that has a different complaint reference.

I also want to make it clear when considering the impact caused by any failings AXA are responsible for, I'm only able to award compensation for direct impact to the policy holders, which in this case are Mrs H and Mr H. So, while I appreciate Mrs H has listed in detail the impact to her children, I'm unable to compensate her, or them, for this directly. But I have thought about how this impact will have likely caused additional worry, and concern, to Mrs H and Mr H.

Finally, I note part of Mrs H's representations refer to how other insurers may have handled similar claims raised by her neighbours around the same time. While I can understand why Mrs H would compare the service, the scope of my decision is limited to the individual circumstances of her claim and complaint. So, how another insurer has handled another claim has not, and cannot, impact my decision.

I note that in this situation, AXA has already accepted there were times when Mrs H's claim could have been progressed more effectively than it was. And, that she was initially mis-advised when she contacted the administrator of her policy, before it was referred to them directly. As these complaint points have already been accepted, I don't intend to discuss the merits of them in detail. Instead, my decision will focus mainly on the points that do remain in dispute, which is what AXA should do to put things right.

But for completeness, I want to provide a summary of my own conclusions. AXA as the underwriter were entitled to take steps to validate the policy. So, they didn't act unfairly by not immediately accepting, and progressing, Mrs H's claim, considering the concern surrounding the outbuildings and value of insurance.

But that being said, I'm satisfied there were some avoidable delays between AXA being referred the claim and agreeing to accept it on 4 March 2025. In total, it took almost two months to reach this point. And specifically, it took them around a month to decide how to reasonably proceed from when the outbuildings issue was discovered which when the significance of the claim and its impact on Mrs H is considered, I'm satisfied was longer than I would expect. So, I'm satisfied this should be compensated for.

I also note that there were some delays in beginning mitigation work. But crucially, this was due to asbestos being found at the property once it has been inspected. And I can't say AXA had a way to reasonably foresee this issue occurring and when they were told, I note they instructed the loss adjustor to proceed with the works needed to clear this on a without prejudice basis. So, I'm satisfied they did take reasonable steps to continue with the claim, and that this came only a week before the claim was accepted in full anyway.

And while it may be that it took AXA some time to arrange an inspection of Mrs H's property, I'm not persuaded that around 12 days from the date of them receiving the claim to an inspection being held is a significant amount of time that should be compensated for.

So, I've then turned to what AXA should do to reasonably put things right, considering the above and AXA's acceptance some mis-advice was provided. I note AXA have already paid Mrs H and Mr H £200 compensation to recognise their failures, and the impact this caused. Having considered this payment, I'm satisfied it's a fair one, that falls in line with our services approach and what I would've directed had it not already been paid, and I'll explain why.

I'm satisfied the £200 fairly recognises the inconvenience and frustration Mrs H and Mr H would have felt when they were waiting for confirmation their claim would be accepted, considering the impact it had on them and their family which includes, and is not limited to, the fact they were forced out of their home and the worry they would have felt considering nature of the damage would likely worsen the longer mitigation works and repairs were outstanding. And, that this delay led to them taking time out of their usual schedule to chase AXA, when some of this could have been avoided.

But crucially, I'm satisfied it also fairly considers the fact that the flood itself, and the inconvenience and worry this caused, wasn't the fault of AXA. So, there would always be an impact to Mrs H and Mr H which AXA aren't responsible for. And, that I'm only considering the first three months of the claim itself.

It also takes into consideration the fact that AXA couldn't foresee the asbestos issue and that that they promptly, and proactively, corrected the initial advice Mrs H was given regarding her alternative accommodation cover. And that for the entirety of the time I've considered, Mrs H, Mr H and their family were in alternative accommodation they had found themselves through a friend.

While I note the first reimbursement of costs for this alternative accommodation needed to be chased, I'm satisfied AXA paid this promptly following this, while also then paying a lump sum to cover a further five-month period to prevent any further concern to Mrs H and I'm satisfied this shows them to have acted reasonably.

Finally, while I don't doubt Mrs H and Mr H would have been concerned to discover there was asbestos in their home and that there was a delay in advising them of this, I've not been satisfied there was an impact to Mrs H and Mr H that makes the £200 payment unreasonable. Mrs H and Mr H, and their family, were not living in the property when the asbestos was found, with their own driers being in place, so I can't agree this in itself means the compensation amount should be increased above what has already been paid as I'm satisfied no direct harm was caused by this delay.

So, because of all the above, I'm not directing AXA to take any further action on this occasion.

I understand this is unlikely to be the outcome Mrs H and Mr H were hoping for. And I recognise their claim has evolved since the date of AXA's first complaint response, creating further impact on them that they have outlined in detail.

I want to reassure them I've read through all their testimony that's been provided. But I've made the parameters of my decision clear. And I'm satisfied my decision is a fair one, with these parameters being considered.

My final decision

For the reasons outlined above, I don't uphold Mrs H and Mr H's complaint about AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 25 February 2026.

Josh Haskey
Ombudsman