

The complaint

Mr H complains about the actions of AXA Insurance UK Plc after he made a claim under a buildings insurance policy.

AXA are the underwriters (insurers) of this policy, but much of Mr H's dissatisfaction is with AXA's appointed agents. As AXA have accepted responsibility for their agents' actions, any reference to AXA in my decision includes the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr H and AXA. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have. But I want to assure them both that I've carefully considered the detailed representations made.

Mr H made a subsidence claim under a buildings insurance policy. It was ultimately cash settled. Unhappy with AXA's response to the claim, Mr H made several complaints from 2021 to 2023. Some of those complaints were later considered by our Service. Mr H also started legal proceedings against AXA in 2024. The legal proceedings were later 'struck out' for procedural reasons.

Mr H made a further complaint and referred it to our Service. Our Investigator recommended that it be partially upheld. While AXA accepted the Investigator's recommendation, Mr H didn't, and so the complaint was referred to me to decide. I recently sent both parties a copy of my decision - which outlined the parts of the complaint our Service could and could not consider, under the relevant rules that apply.

I've now considered the merits of the complaint parts that we can consider, in this final 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.

The scope of this decision

I've already explained the reasons why our Service can only consider the below elements of this complaint:

- A lack of compensation for the period 7 March 2023 to June 2023
- A certificate of structural adequacy not being provided

My decision will be brief, relative to the overall volume of submissions made - but I assure both parties in this dispute that I've carefully reviewed and considered all the relevant representations made.

My key findings

When considering the service provided during the period March 2023 until June 2023, our Investigator recommended that an award of £250 was appropriate. However, this was related to an unpaid contingency element. He said:

“AXA’s error and failure to cover the project management fees would have caused some additional stress...”

As I’ve found that I can’t consider the unpaid contingency element, I cannot make an award directly related to any impact caused by that issue. However, when I’ve considered the overall service provided by AXA during this period (7 March 2023 until June 2023) and that AXA agreed to pay Mr H £250 in recognition of their general service failings – I find an award of £250 is still broadly appropriate and within the range of our published guidelines on these types of awards.

I say this because there were general delays in the progression of the claim during this period and examples of communication not meeting Mr H’s expectations. In summary, the service provided by AXA caused avoidable inconvenience and frustration for Mr W and I uphold this point.

The other complaint point I can consider is the non-provision of a certificate of structural adequacy. I can understand why Mr H may have expected AXA to provide the certificate. In an email dated 29 January 2020 from AXA, they told him:

“When continued monitoring confirms stability, we will ask our engineer to revisit and prepare a scheme of remedial works to put your property back in to the condition it was prior to this episode of subsidence occurring. On conclusion of the claim we will provide you with a Certificate of Structural Adequacy.”

This email was sent a very long time before the decision was made to cash settle the claim. As no allowance was made in that cash settlement for the cost of a certificate to be issued (and I’m not addressing the cash settlement in this decision) I don’t find it unusual or irregular that AXA haven’t provided a certificate of adequacy as they didn’t carry out the majority of relevant works. Mr H has the option of appointing a structural engineer at his own expense to carry out the structural report, or speaking to the appointed contractors who carried out the works, about arranging for a structural engineer to carry out a survey. I don’t uphold this point.

Overall, my decision will disappoint Mr H, but it ends our Service’s involvement in trying to informally resolve this part of his long running dispute with AXA.

Putting things right

AXA Insurance UK Plc need to pay Mr H £250 compensation. This is to recognise service failings during the period 7 March 2023 until June 2023.

My final decision

My final decision is that I partially uphold this complaint. Subject to Mr H accepting the decision before the deadline below, AXA Insurance UK Plc will need to follow my direction as set out under the heading ‘*Putting things right*’.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 November 2025.

Daniel O'Shea
Ombudsman