

The complaint

Mr K complains about AXA Insurance UK Plc's handling of a claim under a home insurance policy.

AXA has been represented by its agents during the claim. All references to AXA include its agents.

What happened

Mr K had a home insurance policy with AXA. In October 2022 he notified AXA of cracks in his property.

AXA's agents inspected the damage and said it had been caused by subsidence. Further agents visited the property to confirm third-party vegetation that needed to be removed and structural damage to drainage that required replacement. Drainage repairs were carried out in January 2024, and the third-party tree was removed around February 2024. In June 2024, AXA said mitigation of the subsidence had been completed and repairs could proceed once the ground had time to recover.

Mr K complained to AXA in September 2024. His complaint contained 49 complaint points around poor workmanship (including to his lawn and patio area), the actions of AXA and its agents, along with the impact on him. Mr K said he wanted AXA's Loss Adjuster removed from the claim, matters to be on hold until his entire complaint was resolved, and compensation in excess of £950,000.

AXA issued two complaint responses between October and November 2024. Overall, it accepted its agents had demonstrated unprofessional behaviour, entered Mr K's property without his explicit consent, and that the communication with Mr K had been poor. It denied poor workmanship to his lawn, but said it was willing to attend to rectify the other issues raised. And because AXA said the ground was stable, it said repairs of the subsidence damage could proceed. It gave Mr K the option to submit estimates for a cash settlement, or to allow AXA's agents to repair the damage. On completion of the work, AXA said it would issue a certificate of structural adequacy. In total, AXA paid Mr K £500 compensation in recognition of the poor service and the impact on him.

Mr K referred his complaint to the Financial Ombudsman Service. He provided a copy of his original complaint with the 49 complaint points and he outlined the impact of the claim on his health and that of his family, including injuries he said that were sustained.

The Investigator didn't uphold the complaint. They explained our Service was not the regulator, so we couldn't direct AXA on its general practices. They accepted there had been delays and poor communication. They also accepted there were issues with the works carried out by AXA, but said its offer to assess and repair the issues was fair. They agreed with AXA that the grass on the reinstated lawn would slowly knit together over time. Overall, they found the £500 compensation AXA had paid was fair.

Mr K didn't agree. He wanted each of his individual 49 complaint points to be addressed

individually, along with answers to each of his specific questions and for our Service to provide a specific project plan. He wasn't happy to allow AXA (through its current agents) to address and repair the current works as he'd lost confidence. He reiterated drain works were carried out without his consent. He also said the third-party had replanted a tree where it had removed the previous one, and he was concerned about future damage – he was unhappy AXA hadn't acted on his notification prior to the tree being replanted. And he didn't feel he had been given appropriate compensation to reflect the impact of AXA's actions.

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.

Mr K has raised at least 49 complaint points, and has asked our Service to address each one, along with the associated questions he's posed. I'm sorry to disappoint Mr K, but my role doesn't require me to do this or provide a plan for his claim. My role is to decide what's fair and reasonable in all the circumstances, by focusing on what I consider to be the crux of the complaint. In order to decide that, however, I have to take a number of things into account, including relevant laws, rules and what we consider to have been good industry practice at the time. Mr K has mentioned a number of rules, regulations and standards. While I may not refer to them specifically in my decision, I have kept them in mind. And having done so, I agree with Mr K that AXA treated him unfairly. It's also in the same spirit as the above, that I've summarised Mr K's complaint in a lot less detail than he's presented it. Finally, it should be noted that each case is decided on its own merits.

AXA has accepted its agents acted unprofessionally on the claim – this includes various issues with the work carried out, and service provided by different agents that attended Mr K's property. It also accepts it didn't manage Mr K's expectations as well as it should have and communicated with him poorly. And having reviewed the evidence, including Mr K's complaint and submissions, I'm satisfied AXA provided very poor service under the claim. As outlined above, I won't be addressing each individual point in Mr K's complaint, but I assure him I've read and viewed his submissions in full.

Part of Mr K's complaint is that AXA's Loss Adjuster (TIG) hasn't been held accountable. But our service doesn't have jurisdiction directly over TIG here. TIG is acting as an agent of AXA, and it's AXA that is performing the regulated activity of carrying out a contract of insurance as a principal. So AXA is responsible for the acts or omissions of its agents.

On the third-party tree, I can see the Arborist report from January 2023 confirmed the third-party tree was implicated as a cause of the subsidence, and needed to be removed. And I can see AXA took steps to communicate with the third-party to secure their agreement to remove the tree. I think AXA acted reasonably in doing so, and I understand the tree was removed around February 2024. Mr K informed AXA in February 2024 of the third-party's intention to replace the removed tree, but I don't consider it was AXA's responsibility, under the contract of insurance, to prevent the third-party from doing this. I say this because I consider AXA's responsibility was to mitigate the instance of subsidence that led to the claim, and in having the implicated tree removed, I'm satisfied AXA met this responsibility. And AXA ultimately, isn't responsible for the actions of the third-party following this. But I accept that AXA didn't respond to Mr K's communication on this point, which I think amounts to poor service, and I've kept this in mind.

The drainage report and CCTV survey from December 2022 confirmed there was structural damage to the drainage at the front of Mr K's property. And it recommended excavation and replacement of the gully and adjacent pipework. I note Mr K's concerns with the quality of the report, but given that structural damage was identified, I'm satisfied the

recommendations were reasonable. And because I consider damaged drainage could contribute to subsidence movement and damage, I think this work was always going to have to be carried out under Mr K's claim. But I accept Mr K didn't authorise the works AXA carried out in January 2024, on the day it was carried out, and its agents opened Mr K's front door, triggering the alarm - I've kept in mind the impact on Mr K of the works taking place unexpectedly and the actions of AXA's agents.

The drainage works required excavation of the lawn at the front of Mr K's property. And I can see in the emails between AXA and Mr K in 2023, AXA outlined the likely area of excavation, and that only the excavated areas would be reinstated. Having reviewed the footage Mr K provided of the work, I'm satisfied AXA largely excavated along the area it had outlined to Mr K, with the excavated lawn and material under the lawn set aside and then refilled and compacted after the repairs were completed. And based on the footage from the day of the works, I don't consider AXA acted unreasonably. I acknowledge the images Mr K has provided of the lawn, but AXA has said the area of excavation will knit together when the grass grows and is mowed. I consider this is likely to be the case, so I won't direct AXA to replace the entire lawn.

On the other areas of workmanship, I've reviewed the evidence Mr K provided, and I can understand why he's unhappy with the condition of the property following works by AXA. But given the likely work required to address these areas, I think it's reasonable in the circumstances to allow AXA the opportunity to rectify this. So I won't be directing AXA to cash settle these works. Mr K has asked that AXA's Loss Adjuster be removed from the claim, but I agree with AXA that removing its agents and suppliers from the claim at this point would lead to further delay, so I also won't be directing AXA to do this in the circumstances.

Mr K has requested evidence to show the ground is now stable and ready for repairs. I consider this is a fair request, but I'm conscious that AXA has been required to put the claim on hold until Mr K was satisfied his complaint had been addressed in full. So while I can't fairly hold AXA responsible for delays due to the claim being on hold, I'd expect AXA to make a note of Mr K's request for this information once the claim is allowed to continue. I also think it's fair for AXA to wait until all the repairs are complete before issuing the certificate of structural adequacy. Mr K should note this is usually a short document which briefly confirms what caused subsidence, what was done to resolve it and what type of repairs have been completed by the insurer. And insurers may provide a copy of the schedule of work alongside it. So it's important to note AXA isn't required to provide anything beyond this, and it doesn't need to amount to a full structural survey of the property, or a guarantee of no further movement.

As outlined above, I'm satisfied AXA provided very poor service overall on the claim. This includes unprofessional behaviour, poor communication, unauthorised and poor works, and the other matters outlined above. But I'm not persuaded AXA's actions were directly responsible for the full impact outlined by Mr K in his submissions, including to his health and the injuries he mentioned. I do accept overall that AXA's actions caused Mr K considerable distress, upset and worry, along with significant inconvenience and disruption. But when considering this in light of this Service's approach to compensation, I consider the £500 AXA has already paid is fair and reasonable in the circumstances. So I won't direct it to pay more.

My final decision

Overall, for the reasons outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 13 March 2026.

Monjur Alam
Ombudsman