

The complaint

Miss R's complained about how AXA Insurance UK Plc have dealt with her property insurance claim following an escape of water in her home.

Although Miss R, as the policyholder, is the party eligible to complain, the claim and complaint have been dealt with by her representative, Mrs R. References in this decision to comments and submissions made by Miss R include those made by Mrs R on her behalf.

What happened

In summer 2022, an escape of water caused extensive damage to Miss R's property. So she submitted a claim to AXA. Further damage was caused by a storm in late 2023. The claim remains ongoing.

Miss R has been unhappy with how AXA have handled her complaint from early on in the process and has complained about delays, the behaviour and workmanship of contractors employed to make repairs and further damage she says they caused. And she raised a separate complaint about delays in payments for her alternative accommodation. AXA have accepted they didn't deal with matters as they should have done and have paid Miss R a total of £1,600 over three complaints.

At the start of 2025, Mrs R complained again to AXA on Miss R's behalf about the standard of repair works, about new damage which Mrs R said had been caused by the negligence of the contractors and about the behaviour of contractors. In response, AXA arranged a site visit, following which they said they were working with the contractors to resolve the concerns raised. But they found no issues with the standard of repair work which had been done.

Miss R wasn't satisfied with AXA's response and brought all the complaints she'd made to the Financial Ombudsman Service. Our investigator reviewed the information and concluded we could only consider the complaint made to AXA at the start of 2025. He said Miss R hadn't brought the earlier ones to us within six months of receiving AXA's final responses. So we didn't have jurisdiction to consider them.

While the investigator said we could look at the merits of the 2025 complaint, he didn't think AXA needed to do any more to resolve it. He said that, if the repairs an insurer makes are inadequate, we would expect the insurer to remedy that. He noted that there were only a few weeks between Mrs R raising concerns and AXA's response. He couldn't reasonably say all remedial work should have been completed in this time, given the extent of what needed to be done.

And, although he acknowledged Mrs R had been distressed and inconvenienced by how AXA had dealt with the claim and the issues that had arisen, he said we can only compensate an eligible complainant. In this case, the eligible complainant is Miss R and we can't make any award to Mrs R, even though she's undoubtedly been impacted by what has happened.

Mrs R said Miss R didn't agree with the investigator's view and was concerned it didn't require AXA to repair the damage caused by the insured risks. The matter's now been passed to me to make a 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.

Having done that, I'm not upholding Miss R's complaint. I'll explain why. I'll do so, focusing on the points and evidence I consider material to my decision. So if I don't mention something in particular, it's not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint.

As our investigator explained, we have no jurisdiction to consider the complaints Mrs R made on behalf of Miss R in 2023 and 2024 as they weren't brought to our service within six months of AXA's final response to them. So I've limited my decision to what was raised in early 2025.

It's not my role to direct AXA how they should deal with Miss R's claim. I can only look at whether they've dealt with matters covered by this complaint period fairly and reasonably, in line with the policy terms.

The previous final response was sent by AXA in July 2024. I've seen no evidence that Miss or Mrs R made AXA aware of any issues after this date until January 2025 – so I can't say they should have done anything before then to address the complaints. When Mrs R did raise concerns, I've noted that AXA arranged to meet her onsite to clarify the issues and address them. It's clear from AXA's final response dated 18 March 2025 this was ongoing at that point. So, while I acknowledge matters weren't resolved by the time the final response was sent, I can't fairly say AXA haven't addressed them.

I know Miss R is unhappy at the current state of her property and feels the contractors haven't treated it, or personal items left in it, with appropriate care. I understand why she'd feel that way. But I have to take into account that repair work isn't yet complete. And I think it's inevitable that anyone viewing the property while works are ongoing will see things like dust and splashes of paint. I can't say this means the works have been undertaken poorly, as opposed to just being unfinished.

I think I could only reach that conclusion if AXA works were complete. At that point I would expect the property to have had all works to damage caused by the escape of water to have been concluded and any items damaged during the work to have been restored or replaced. I simply can't reach that conclusion now.

I also agree with our investigator that it's not appropriate for me to award compensation in relation to this complaint. Distress and inconvenience has clearly been caused here. But, from what I've seen that's been to Mrs R, who's dealt with these matters – not to Miss R. I appreciate Mrs R was motivated by a desire to support and shield Miss R. But our rules simply don't allow us to direct compensation be paid to anyone other than an eligible complainant. So I don't think AXA need to pay compensation here. Nor do they need to do any more to resolve this complaint.

My final decision

For the reasons I've explained, I'm not upholding Miss R's complaint about AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 February 2026.

Helen Stacey
Ombudsman