

The complaint

Mr H complains about how AXA Insurance UK Plc handled a claim made on his buildings insurance policy.

Reference to AXA includes its agents.

What happened

Mr H's policy suffered damage which gave rise to a claim with his buildings insurer AXA. AXA accepted the claim, but Mr H complains about how it's been handled and settled.

Multiple complaints have been made to AXA, and then subsequently brought to the Financial Ombudsman Service.

This complaint relates to Mr H saying AXA should pay the contingency fee outlined in the quote for the work needed to be done. He also complains that after cash settling, more work has been deemed necessary, he says, due to AXA's failings. He thinks AXA should be made to pay for this work, because it only became apparent after agreeing the settlement. Mr H also doesn't think AXA handled this latest complaint fairly, instead leaving him to deal with AXA's agents.

Our Investigator looked into the complaint but didn't recommend it be upheld. He thought the settlement amount agreed between AXA and Mr H was clearly in full and final settlement of the claim and as such didn't think it was reasonable to require AXA to pay any more.

Our Investigator said we, as a service, had already made a finding on the contingency fee in a previous complaint considered by this service and said as a result he would not be revisiting it.

Regarding the handling of the complaint, our Investigator acknowledged this will have caused frustration but didn't think any compensation was due.

Mr H didn't agree and asked for an Ombudsman's decision. He said it's not fair to hold him to the settlement agreed, because he didn't know at the time that additional work would be needed. And He said it's not fair to withhold the contingency fee, because it being withheld is preventing him from showing that it has been incurred.

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 also not upholding it, for much of the same reasons as our Investigator.

Whilst I've considered everything sent, I'll not be commenting on every bit of evidence received or argument raised. Instead, in line with our informal role, I'll comment on what I consider to be key. I understand too I may have gone into less detail than Mr H would have liked, but I'm trying to keep things as clear as possible.

The contingency fee

As our Investigator pointed out, this service has already made a finding on this. Indeed, there's also been a further decision from this service pointing out this too – stating that it's already been considered and therefore won't be considered again.

I understand Mr H's points about the contingency fee, but, it is a complaint point that has already been considered by us, therefore, like our Investigator, and the Ombudsman on a previous complaint set out, it's not a complaint point we are able to consider further.

Increasing the settlement for defective works

I understand Mr H's point here, that the defects uncovered now are latent defects, not known to anybody at the time the settlement was made. But the settlement and its terms are clear in that it is “...in full satisfaction and final settlement of all my/ our claims under your Policy No. [Mr H's policy number] occasioned by or consequent upon the subsidence which occurred at [Mr H's address], on or about 27/11/17...”

And later in that settlement it says: “I/WE accept that neither [AXA's agent] nor its agents have any liability for loss or damage for negligence on their part, to me/us or any other party.”

Given that statement, it's clarity, and everything that led up to it being made in the first place, I find it most likely that Mr H was aware of what he was signing, and that it, in effect brought the claim to a close. I don't find it reasonable to now require AXA to increase it's payment.

The handling of the complaint

As our Investigator pointed out, complaints about the handling of the complaint itself aren't something we can look into. But we can if it's ancillary to another issue we can look into (like the handling of a claim). So I'm persuaded we can look into this part of Mr H's complaint – and even though our Investigator said we couldn't, he did go on to explain why he thought AXA's actions didn't warrant compensation.

I'm taking the same stance here. I can see it would have been frustrating for Mr H to have received a letter from AXA's agents rather than AXA itself, but given the complaint and the response, I don't think that was unreasonable. And I don't find Mr H was delayed or prevented from bringing his complaint here, he's well aware of the process and did bring this complaint to us. As frustrating as this handling will have been, I don't think it warrants an award of compensation in this case.

My final decision

For the reasons set out 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 H to accept or reject my decision before 29 April 2026.

Joe Thornley
Ombudsman