

## **complaint**

Ms C complains about how AXA Assistance (UK) Limited (“AXA”) handled a claim she made under her home emergency insurance policy.

## **background**

In September 2015, Ms C’s central heating boiler broke down and she asked AXA for assistance under her home emergency policy. Ms C complained to AXA that it had dealt poorly with the breakdown. In particular:

- it didn’t keep her informed,
- when it diagnosed the fault, it didn’t order the correct parts, which meant it took nine days for her boiler to be repaired,
- her policy included £200 towards alternative accommodation, but this only covered the first three nights in a hotel for her young daughter (who wasn’t well) and herself,
- initially, AXA wouldn’t confirm that it would pay for further nights accommodation,
- right at the end it agreed to give her a further £200 allowance, but it was too late to use it then,
- AXA should have increased her accommodation allowance earlier,
- it gave her a £50 allowance for heaters right at the end which it should also have provided earlier,
- she thought the way the engineer’s receptionist had referred to her was disrespectful, and
- for five days she had to boil water and carry it upstairs for washing, which was difficult because she had an existing back condition.

AXA accepted her complaint and apologised for the difficulties Ms C had experienced. It paid her £252.98, being her three nights’ hotel bill and its contribution of £50 towards heaters. It paid her a further £225 as compensation for the inconvenience and stress she had suffered. Ms C didn’t think this compensation was sufficient, and brought this present complaint.

Our adjudicator didn’t recommend that this complaint should be upheld. She said that AXA had been responsible for unnecessary delay in the boiler being repaired. However she thought AXA had acted fairly in putting this right. It offered an additional £200 accommodation budget, and £50 towards a heater. It had also paid her compensation for the delay (which she said was £125 rather than the correct figure of £225).

From AXA’s records, it appeared that Ms C hadn’t mentioned her back problem, and her daughter’s illness wasn’t mentioned until the end, when AXA offered to pay towards a heater.

Ms C responded to say, in summary, that:

- the extra £200 accommodation budget wasn’t offered until the day before the boiler was fixed – not earlier when she needed it,
- she told AXA her daughter was unwell when her boiler first broke down, and continued to stress this to AXA, and
- when AXA initially said it wouldn’t increase its accommodation budget she told it she was struggling to carry buckets of water upstairs because of her back condition.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

AXA has accepted that it delayed unreasonably in repairing Ms C's boiler. I think it should have accepted sooner that because of this it was right to increase Ms C's accommodation budget. It did so eventually, but too late for this to be of any use to Ms C.

It isn't clear at what stage AXA became aware that Ms C's daughter was unwell, and that she had an existing back condition. I think, on balance, that the compensation of £225 (not £125 as the adjudicator thought) which AXA has paid Ms C, in addition to reimbursing her three nights hotel accommodation and paying £50 for heaters, is fair in the circumstances.

### **my final decision**

My decision is that I don't uphold this complaint, and make no order against AXA Assistance (UK) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 18 April 2016.

Lennox Towers  
**ombudsman**