

The complaint

Ms K has complained about claim delays caused by AXA Insurance UK Plc (AXA) under a home insurance policy.

References to AXA include companies acting on its behalf.

What happened

Ms K contacted AXA to make a claim when sewage water entered her home. AXA accepted the claim and took steps such as drying the property. Ms K later complained because she said there were delays with progressing the claim. AXA agreed there had been some minor delays and offered £75 compensation.

Ms K later complained again as she said one of AXA's contractors hadn't replied for months when she contacted it. She said it also originally wouldn't agree to pay a quote she provided for the work to be carried out. But a few months later agreed to pay the amount she had requested. When AXA replied, it accepted there had been delays. It offered £125 compensation.

When Ms K complained to this service, our investigator said AXA didn't need to do anything further. He said there had been some minor delays and the £200 compensation AXA offered was appropriate in the circumstances.

As Ms K didn't agree, the complaint was referred to me.

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 don't require AXA to do anything further. I will explain why.

Ms K complained about the length of time it took to progress her claim and for AXA to settle it. So, I've looked at what happened. I can see that soon after the claim was first registered in June, AXA's contractor visited and drying also started. Ms K then had to chase a couple of times to get the outcome of the reinstatement survey and to get a payment for electricity. From what I've seen, these were fairly short delays.

Shortly after this, AXA made an offer to cash settle the claim. Ms K didn't think the offer would cover the cost of the works. AXA provided the scope of works and discussion seemed to take place between Ms K and AXA's contractor. Ms K then got quotes from her own contractors for the work. It seemed to take several weeks for Ms K to obtain her own quotes.

As Ms K didn't agree with the cash settlement amount offered, I think it was reasonable that AXA said she could provide her own quotes. I also think it was reasonable that AXA wanted more than one quote and that it queried aspects of the quotes where it wanted more information or to understand the costs in more detail.

As agreement couldn't then be reached on the amount of a cash settlement, Ms K asked AXA to do the work. AXA said the work wouldn't be able to start for about a month, at the earliest. I can understand Ms K didn't want to wait several weeks for the work to start. However, I wouldn't expect an insurer necessarily to have a contractor immediately available. I'm aware part of Ms K's concern was that the Christmas period was approaching and she hoped to be home before this. I'm mindful this would also often affect the availability of contractors. Having thought about this, overall, I don't think the wait time AXA gave for the work to start was unreasonable in the circumstances. AXA offered £75 compensation, which I think was fair.

Ms K complained again about the lack of contact from AXA's contractor. AXA accepted the contractor hadn't been in contact when it should have been and that this had caused delays. It seems Ms K's complaint might have been what prompted the contractor to make contact with her, including to offer a cash settlement. Although I'm aware Ms K seems to be of the view that as the amount offered was in line with one of her quotes, this could have been offered several months earlier. I'm not persuaded this was the case. As I've already said, I think what happened with the quotes was reasonable at that time. The circumstances were then reviewed again, prompted by the lack of contact by the contractor. This also seemed to include the contractor revisiting all the costs involved because Ms K wanted a cash settlement, even if this was reluctantly, and, in the circumstances, it decided it would match Ms K's quote. AXA also offered Ms K £125 compensation. Having looked at what happened, I think that was reasonable.

I can understand Ms K was concerned by the amount of time her claim took to deal with, particularly as she moved out of her home while the claim was ongoing. I'm aware Ms K was paid disturbance allowance, which is designed to cover reasonable additional costs while someone is away from their home. Looking at the claim itself, from what I've seen there were some avoidable delays. I think AXA has offered fair compensation for these. As a result, I don't require AXA to do anything further in relation to these complaints.

My final decision

For the reasons I have given, it is my final decision that AXA Insurance UK Plc doesn't need to do anything further in relation to these complaints.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 3 October 2023.

Louise O'Sullivan
Ombudsman