

## **The complaint**

Mr M and Mr M complain about AXA Insurance UK Plc's handling of their buildings insurance claim.

Mr M and Mr M are being represented in their complaint by G. For ease, I will refer to them below.

All references to AXA also include its appointed agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

In its final response, AXA offered Mr M and Mr M £25 compensation for a delay in responding to their complaint. As complaint handling isn't an activity the regulator authorises, it isn't something we can investigate. So, I will not comment on this point in my findings.

## **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.

G has made several detailed points. We're an informal dispute resolution service, set up as a free alternative to the courts. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue in turn.

This isn't intended as a discourtesy to G, or to Mr M and Mr M. Rather it reflects the informal nature of our service, its remit and my role in it. So, if I don't mention any particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. But I can confirm I have thoroughly read and considered all the evidence presented by all parties.

Having done so, I do not uphold the complaint for these reasons:

- The reports from AXA and G are broadly similar in the damage reported. However, G has provided a quote from their preferred contractor which differs significantly from AXA's quoted cost for the works.
- Mr M and Mr M expressed a desire to use their own contractor due to negative experiences with past contractors. G also raised concerns with the contractor AXA intended to use for works and provided examples of negative reviews posted online.
- I'm sorry to hear of Mr M and Mr M's previous experiences with other contractors. However, these don't appear to relate to this particular contractor, so I don't think it fair or reasonable to ask AXA to pay their preferred contractor's costs for this reason.
- I acknowledge the reviews G has sent, but these are two screenshots with minor detail and it's not enough to persuade me this meant there would be issues with the works, or contractor, AXA was intending to instruct.

- AXA said it was able to do repairs. I'm aware G says they had concerns it couldn't, but I've not seen anything that persuades me this was the case. G says they offered to meet AXA on site to discuss the works further, but AXA never acknowledged this point. A scope of work had already been prepared and I can see it had already made its position clear to G it felt the work set out was sufficient. So, I don't feel AXA needed to further attend site.
- While G did ask AXA to instruct its contractors in May 2022. I can see an ongoing matter existed about Alternative Accommodation (AA). And it was G's position that AA should be provided while works were ongoing and the dispute around works continued.
- AXA provided comments from more than one source internally that it didn't feel the property was uninhabitable. The policy does set out it will cover the costs of AA while the buildings cannot be lived in. But I've not seen anything that persuades me the work required would mean the property couldn't be lived in.
- The work is largely confined to the lounge and one bedroom, out of the six reported in the property. While there may be some inconvenience whilst work is undertaken, this is to be expected. And there is still access to normal everyday living facilities such as a kitchen and bathrooms.
- I understand another reason for using Mr M and Mr M's preferred contractors, and the discussion regarding AA, was for religious considerations. But I can see AXA offered reasonable adjustments of completing works at suitable times when no one was in the property. Which I think is reasonable in the circumstances.
- So, I don't agree AXA was required to provide AA.
- G may have not expressly asked for a cash settlement, but if they did want to use their own contractor, as AXA could have completed the work, it would only be liable to pay its own costs under the policy terms.

### **My final decision**

My final decision is that I do not uphold Mr M and Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr M to accept or reject my decision before 2 November 2023.

Michael Baronti  
**Ombudsman**