

## **The complaint**

Mr R complains about the service he received from AXA Insurance UK Plc when he made a claim under his home insurance policy.

AXA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AXA has accepted it is accountable for the actions of the agents, in my decision, any reference to AXA includes the actions of the agents.

## **What happened**

In November 2022, Mr R made a claim under his home insurance policy with AXA after discovering a leak in his roof.

AXA appointed its agent to validate the claim and an appointment was made for a surveyor to attend Mr R's property. But the surveyor didn't turn up on the date of the appointment. Mr R says he attempted to contact AXA a few times, but he got cut off. Mr R says the leak was causing mould on his walls which was impacting his family's health. He arranged for the roof to be fixed himself and raised a complaint with AXA.

AXA said the surveyor tried to contact Mr R by phone and email several times but was unsuccessful. This was because the handler Mr R had spoken to in November 2022 had noted his phone number and email address incorrectly.

AXA said that as Mr R did not seek authorisation for the repair costs prior to the work being carried out, this had prejudiced his claim. It had asked its claims department to contact him to discuss his claim and try to validate the damage. It said the onus was on Mr R to evidence his claim and assist with validating it. AXA paid Mr R £200 in recognition of the failings in its service.

Mr R wasn't satisfied with AXA's response to his complaint. He said he'd tried calling AXA a few times after the surveyor didn't visit. He said his house was not heating up even with heaters on due to the damage the leak caused to the walls. Mould on the walls kept coming back and this had caused him, and his family health issues. Mr R said his and his wife's mental health had also been impacted. So, he asked our service to consider the matter.

Our investigator looked into Mr R's concerns but didn't think his complaint should be upheld. He thought both AXA and Mr R could have made greater effort to ensure the damage was assessed when the claim was raised. He felt the £200 compensation AXA had paid Mr R was fair.

Mr R disagreed with our investigator's outcome. He said AXA had lied about his details being noted incorrectly and it had his contact details on file. It hadn't written to him, despite having his address. He said AXA still hadn't contacted him about checking if the work had been done. He said he'd tried to contact AXA a few times before he arranged the repairs to his roof, but his call wouldn't connect or was cut off. He had no choice but to get the work done, because the property had shown signs of damage for around nine months. He'd made the claim when he found out what was causing the problem. He said AXA's actions had

impacted him and his wife's mental and physical health. So, the complaint has been passed to me to decide.

### **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've decided not to uphold Mr R's complaint. I'll explain why.

To be clear, I've only considered events complained of that occurred prior to AXA's response to Mr R's complaint dated 17 May 2023. If Mr R has concerns about AXA's actions after this, our service may be able to consider these as a separate complaint.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the damage. Mr R says that when the leak was discovered in his roof, his builders told him the damage was caused by weather. The events covered by the policy are listed in the terms and conditions. One of the causes listed as being covered is *"loss or damage caused by storm or flood"*. And there are definitions for *"storms"* and *"floods"* in the policy terms.

When Mr R made his claim in November 2022, AXA agreed for a surveyor to visit the property to assess the damage in order to validate the claim. Unfortunately, the visit didn't happen on the scheduled date. AXA says this was because its handler noted Mr R's telephone number and email address down incorrectly. This meant that the surveyor was unable to contact Mr R to confirm the visit.

Mr R disputes that the handler noted his contact details incorrectly because she reconfirmed them to him. But AXA says they were noted incorrectly despite this. I appreciate AXA also had Mr R's correct contact details on file. But it seems that the wrong details were passed to the surveyor who tried to contact Mr R to confirm the appointment.

Mr R says he tried to call AXA a few times, but he couldn't get through. He then arranged for repairs to be completed himself.

I appreciate Mr R wanted to get the roof fixed as soon as possible because of concerns about the impact of damp and mould on his and his family's health. However, he's sent us a copy of a letter he received from AXA which is dated around a week before the appointment date. This has the contact details for AXA's agents, but Mr R doesn't appear to have contacted them before going ahead with the repairs. The invoice for the repairs is dated only two weeks after the missed appointment.

In the *"making a claim"* section of the policy's terms and conditions it says:

*"You must not dispose of any damaged items or conduct permanent repairs because we may need to inspect the damage".*

So, I think AXA is right in saying Mr R has prejudiced his claim by going ahead with repairs without seeking authorisation from it. Nevertheless, it has agreed to consider Mr R's claim. I think this is reasonable.

In his most recent correspondence with our service, Mr R said a surveyor still hadn't visited. However, as explained, I'm unable to consider AXA's actions beyond the date of its response letter of 17 May 2023 in this complaint.

Mr R says he's had to borrow money to fix the roof, and this has placed him in financial difficulty. He's asked that AXA pay for the cost of repairs. However, this isn't something I can direct AXA to do without knowing whether or not Mr R's claim is covered by the policy.

Mr R says he and his family's health was impacted by the cold conditions in the house and the mould on the walls. However, I'm not persuaded that AXA is responsible for this. I say this because Mr R has told us he first noticed the issues with wet walls and mould around nine months before he made his claim. Given that he arranged repairs to his roof only two weeks after the surveyor's appointment was missed, I don't think AXA's error is likely to have increased the length of time Mr R was living with a damaged roof.

Mr R has also made us aware that he and his wife both experience mental health issues and stress has also affected them physically. I don't doubt that this has been a stressful time for Mr R and his wife, and I empathise with them. However, when considering a complaint, I can only consider the impact of a business's actions and ask it to pay compensation where I think it could have done more. And I've explained why I don't think AXA is responsible for all of the difficulties Mr R has experienced.

AXA has acknowledged making an error in noting Mr R's contact details down incorrectly, which resulted in the scheduled appointment not going ahead. I also think it could have done more to follow this up with him. However, I think the £200 it's paid him fairly recognises the impact AXA's error had on Mr R. So, whilst I appreciate my answer will be disappointing for him, I don't require AXA to pay Mr R any additional compensation.

### **My final decision**

For the reasons I've explained, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 September 2023.

Anne Muscroft  
**Ombudsman**