

## **The complaint**

Mrs and Mr N complain about the effectiveness of repairs carried out by AXA Insurance UK Plc ("AXA") following a claim on their home insurance policy.

## **What happened**

The circumstances of this complaint are well known to both parties, so I'll only summarise them here.

- In 2015 a vehicle collided with Mrs and Mr N's home causing damage to the front elevation, entrance hall and downstairs toilet. And they reported this to AXA.
- AXA accepted the claim and its contractors carried out repairs.
- Mrs and Mr N tell us they weren't happy with the service provided by AXA's contractors, and they had to call them back on numerous occasions as cracks had appeared in the downstairs toilet. They add these were remedied with flexible filler.
- Mrs and Mr N tell us that in November 2022 a visitor to their home pointed out the cracks had reappeared. And they contacted AXA.
- Mrs and Mr N engaged a structural engineer who visually assessed the cracking and provided a report which was shared with AXA.
- AXA gave its final response in February 2023. It said its in house surveyors had reviewed the structural engineers report and photographs Mrs and Mr N had provided and the scope of works from 2015. It added the surveyors confirmed the correct works had been completed in 2015 and the recent damage was not due to failed repairs.
- AXA acknowledged there were delays in advising Mrs and Mr N of its findings and apologised for the distress and inconvenience this had caused. It awarded £50 in compensation and a further £25 as a goodwill gesture because of its delayed response.
- Mrs and Mr N remained dissatisfied and contacted this service.
- Our investigator didn't uphold the complaint. She noted the structural surveyor said the cracks are most likely related to the vehicle impact in 2015 but didn't feel there was enough evidence to say the original repair work was incorrect. She was more persuaded by AXA's response because if AXA had failed to carry out repairs correctly this would've become apparent much sooner than 2022. She said had any repairs failed or necessary repairs been missed it would've been noticed sooner.
- Mrs and Mr N remained unhappy and asked that an ombudsman decide their case.

## **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 reached the same outcome as our investigator, and largely for the same reasons.

I've considered the structural engineers report Mrs and Mr N obtained. It refers to minor diagonal cracking on the front elevation of the side extension above the entrance door, very minor cracking behind the drainwater down-pipe and minor cracking internally between the gable and front elevation. The report goes on to say the cracks are generally limited to the mortar joints and do not appear to affect the masonry units. The report states:

*"It is understood that the reconstruction works did not extend to the junction between the front masonry panel and gable wall. However, it is likely that the vehicle impact affected the corner brickwork and minor movement may have been caused; but not resolved at the time of the remedial works.*

*Considering the excellent condition of the property, it is reasonable to infer that the vehicle impact damage affected the masonry around the entrance door opening. Therefore, it is assumed that the diagonal cracking running from the top left hand corner of the opening is dated c. 2015 and is unlikely due to foundation and thermal movement."*

AXA have provided reports outlining the extent of the damage that the vehicle impact caused in 2015, and the schedule of works required to rectify the damage. Its surveyors have commented that its contractor carried out the works required as per the schedule and say had the diagonal crack been present in 2015 it would've been included in the repairs. AXA add that it was unlikely the cracks would've been missed as Mrs and Mr N would've reported this given they called the contractor back to fill in other cracks.

Having considered the testimony both parties have provided I'm more persuaded the cracks were not overlooked in 2015, and that repairs were made to the impacted areas of the extension.

Having determined the damaged areas were repaired I've gone on to consider the effectiveness of the repairs. I note Mrs and Mr N say the only area of their property that has cracks present is the elevation that the car impacted, that is the front elevation of the side extension to their property. AXA say had the repairs it undertook to the extension not been carried out correctly the cracks would've become apparent sooner, and I find this reasonable.

AXA conclude the internal damage is indicative of thermal movement and is a maintenance issue. I note there is no dispute the damage is minor and not structurally significant.

Having weighed up the evidence from both parties, including the pictures Mrs and Mr N shared with AXA I'm more persuaded the damage was not caused by the 2015 impact. And it's reasonable for AXA to say the cracks observed in 2022 are maintenance issue and it carried out lasting and effective repairs.

In the circumstances of this case I find that AXA have acted reasonably in not agreeing to carry out further works to Mrs and Mr N's property.

I note it has accepted there were delays in responding to Mrs and Mr N and it has paid a total of £75 in recognition of this, and I won't be asking it to do anymore.

### **My final decision**

For the reasons above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N and Mr N to accept or reject my decision before 4 December 2023.

Martyn Tomkins  
**Ombudsman**