

The complaint

Miss W complains about AXA Insurance UK Plc's handling of a claim she made under her home insurance policy.

Miss W is represented in this complaint by her partner, Mr R.

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 mid-2021, Miss W made an escape of water claim under her home insurance policy with AXA after discovering a leak from her shower cubicle in the bathroom downstairs.

AXA accepted the claim and arranged for repairs to be carried out. However, around eleven months after repairs were completed, the shower started to leak again. Mr R contacted the company who had completed the repairs and they put some sealant over the tiles. However, this didn't resolve the issue. Mr R contacted AXA who reopened the claim in around August 2022.

AXA initially said it wasn't responsible for the issue because joists beneath the bathroom were rotten. However, after Mr R disputed this, it agreed to cover the cost of the repairs and fixture of joists. It also arranged for a temporary shower pod to be placed in Miss W's dining area until works to the shower were completed.

AXA paid Miss W £125 in December 2022 and £400 in March 2023 in response to complaints raised on her behalf by Mr R.

Mr R and Miss W asked our service to consider the matter as they didn't think the compensation AXA had paid was enough to compensate them for the distress and inconvenience they'd experienced. Our investigator looked into their concerns, but he thought the compensation AXA had already paid was fair.

Mr R asked for the matter to be referred to an ombudsman. 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 Miss W's complaint. I'll explain why.

I'm aware that Miss W previously raised concerns with AXA about its handling of her initial claim and was awarded some compensation for this. To be clear, in this decision I've only

considered concerns raised about AXA's handling of her claim after it was reopened in around August 2022 until its final response letter dated 23 March 2023.

From what I've seen, Mr R made AXA aware that there were further issues with the shower leaking in August 2022. AXA reopened the claim and referred the matter to its surveyor's ("B") who had dealt with the claim back in 2021. The company who carried out the repairs in 2021 said it didn't believe the issue was due to its works but there was an underlying issue with damp in the basement below.

AXA then authorised a leak detection survey, which was carried out in November 2022. After some further discussion between AXA and B, AXA decided to cover repairs to the bathroom and fixture of joists in order to be fair to Miss W.

I appreciate Mr R would have preferred for AXA to have arranged the repairs rather than offering Miss W a cash settlement. However, AXA said this wasn't possible due to the scale of the work. The terms of the policy allow AXA to settle a claim by paying the reasonable costs of work carried out in repairing or replacing the damaged part of a policyholder's buildings and agreed fees and related costs. So, I don't think it was unreasonable for AXA to offer Miss W a cash settlement.

I understand Mr R has experienced a lot of frustration and inconvenience dealing with the claim and complaint on behalf of Miss W. He's also told us he needed to take his son to his grandmother's house for showers when there wasn't a working shower in the property. This took up a lot of his time and petrol money. However, Mr R isn't a policyholder or a resident of the property. This means that I'm unable to consider an impact on him personally because he isn't eligible to bring a complaint to our service.

AXA has acknowledged issues in the management of Miss W's claim and a delay in resolving it. I understand Miss W also had the inconvenience of having to go to a relative's home for showers. Mr R says they were concerned about the safety of using the shower and they were told not to use it after a steel support was installed.

However, AXA also agreed for a temporary shower pod to be placed in Miss W's home until the repairs were completed and I understand it's agreed to cover the cost of electricity from this. It looks like the temporary shower was provided a few weeks after the steel support was installed.

AXA has paid Miss W a total of £525 compensation since the claim was reopened in August 2022. Having considered the impact of the issues AXA is responsible for on Miss W, I think this is reasonable compensation for the distress and inconvenience she's experienced. I appreciate my answer will be disappointing for Miss W and Mr R, but I don't require AXA to do anything further.

My final decision

For the reasons I've explained, I don't uphold Miss W's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 28 September 2023.

Anne Muscroft
Ombudsman