

## The complaint

Mr M is complaining about the way AXA Insurance UK Plc has handled a claim he made on his buildings insurance policy.

## What happened

In February 2023 Mr M contacted AXA to say his property had suffered damage in a storm. AXA initially declined to cover the damage as it thought the damage was in relation to a claim he'd made the year before that it had declined. But a few weeks later it realised Mr M was making a new claim. And it said the claim was covered under the policy.

Mr M later complained that the delay in handling the claim had caused his property to suffer further damage. He also said the property had been damaged by the scaffolding the builder had put up when completing the repairs, which he wanted AXA to repair. Finally he said they'd left his balcony in a messy state. AXA didn't agree it had caused further damage so Mr M referred his complaint to this Service.

AXA set out the following:

- It said it didn't formally decline the claim at the start, but there was a confusion as it thought Mr M's claim was an extension of a previous claim. But it said there was only a three week delay.
- It said the primary cause of the delays was the availability of contractors at the time. It said the contractor it appointed to manage the claim had had difficulties finding a builder to complete the repairs and it explained this is why the claim took so long.
- It maintained that it wasn't liable for any further damage. It said it had asked Mr M a number of times to evidence that the property had suffered water ingress damage, but he hadn't done so.

I issued a provisional decision partially upholding this complaint and I said the following:

*"I think there were delays in the handling of this claim which were as follows:*

- *AXA initially and incorrectly thought this was an extension of an old claim that it had declined;*
- *There were delays in Mr M returning the scope of works, but AXA hasn't demonstrated that its appointed contractor fairly sent this out first. And I think it could/should have been more pro-active in chasing a response to this;*
- *It seems the appointed contractor had difficulties finding a builder to complete the repairs. I can't hold AXA responsible for this delay as it seems to be an unfortunate circumstance of the timing of the claim and the availability of builders at the time. But I haven't seen anything to show that Mr M was advised of these challenges.*

*So I do think AXA, and its agents, could and should have handled the claim better up to the point of the repairs starting. I think this has caused Mr M some avoidable distress and inconvenience. The investigator recommended £400 in compensation and I think that's fair. However, I'm not persuaded the repairs were carried out unreasonably. I note Mr M has*

*provided a photograph of a crack in the wall. And he says this was caused by the scaffolding AXA's contractor put up. But I don't think I've seen enough evidence to support this and it seems to be a superficial crack. Without any further supporting evidence, I can't reasonably say that this was down to the actions of AXA's contractor.*

*This Service and AXA have asked Mr M a number of times to provide evidence of water ingress caused by either the claim in question, or the actions of AXA's contractors. But Mr M hasn't provided this. I can see he recently said he had a leak from his conservatory ceiling. But he hasn't provided anything to support this and, given the location of the storm related damage I'm not persuaded this leak is down to the storm or anything AXA did wrong. I'm also not persuaded the contractors left the balcony in an unreasonable state, so I don't think it needs to do anything further in this regard."*

Mr M responded to say that his conservatory is leaking when raining since he said AXA's contractors broke his balcony. And he asked that I made a fair decision.

### **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.

Mr M has reiterated that his conservatory is leaking since the repairs were carried out. But he hasn't given me anything new to consider. And, as I said in my provisional decision, I haven't seen anything to show that leak is down to the storm or anything AXA did wrong. I also haven't seen anything to support that AXA or its contractors caused further damage to Mr M's property.

Ultimately, as neither party has given me anything new to think about, I see no reason to reach a different conclusion to the one I reached in my provisional decision. So I still think AXA should pay £400 in compensation, but I don't think it needs to pay anything further.

### **My final decision**

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require AXA Insurance UK Plc to pay Mr M £400 in compensation. I don't award anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 January 2024.

Guy Mitchell  
**Ombudsman**