

The complaint

Mr H complains about AXA Insurance UK Plc's handling of a subsidence claim made under his buildings insurance policy.

Any reference to AXA includes the actions of its agents.

What happened

Mr H holds buildings insurance cover with AXA. He made a subsidence claim in August 2018, which was accepted by AXA. It was found that the cause of the subsidence was some nearby trees. These were removed and monitoring took place which showed the movement had stopped.

Mr H has made a number of complaints to AXA about the claim delays. AXA issued final response letters in response to those complaints on 9 July 2020, 12 July 2022, 13 October 2022 and 30 January 2023. Each of those letters gave Mr H six months in which to refer his complaint to us if he remained unhappy.

On 24 January 2023 Mr H asked the Financial Ombudsman Service to consider his complaint about AXA's handling of his claim. He said the repairs had yet to begin, even though it had been five years since the claim started.

Our investigator said we could only consider what had happened between 12 July 2022 and 30 January 2023. She noted that AXA had paid Mr H total compensation of £525 for its handling of the claim over that period, and she thought that had been reasonable.

Mr H didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

What I can consider

The rules that govern what complaints I can look at are set out in the Dispute Resolution: Complaints ('DISP') section of the Financial Conduct Authority's handbook.

DISP 2.8.2R says:

'The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

- (1) more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication...'*

AXA's final response letter of 9 July 2020 considered what had happened from the start of the claim until that date. It explained that Mr H had six months to bring a complaint to us.

AXA's final response letter of 12 July 2022 considered delays with the claim and the service provided by its loss adjuster up to that date. It upheld Mr H's complaint and paid him £400 total compensation. It explained Mr H had six months to bring a complaint to us.

Mr H brought a complaint to us on 24 January 2023. This was more than six months after AXA's final response letters of 9 July 2020 and 12 July 2022, and so I can't consider matters that were considered and addressed in those letters. In other words, I can't consider AXA's handling of the claim before 12 July 2022.

AXA then issued another final response letter on 13 October 2022. It considered what had happened since 12 July 2022. It accepted there had been some delays, and paid Mr H £200 total compensation. Mr H brought his complaint to us within six months of the date of this letter, so I can consider what happened between 12 July 2022 and 13 October 2022.

AXA issued another final response letter on 30 January 2023. It considered what had happened since 13 October 2022. Again, it accepted there had been some delays. It paid Mr H £325 total compensation. Mr H's complaint had already been brought to us by this point, so I can consider what happened between 13 October 2022 and 30 January 2023.

In summary, I can only consider AXA's handling of the claim between 12 July 2022 and 30 January 2023.

AXA's handling of the claim between 12 July 2022 and 30 January 2023

I see that in late July 2022, Mr H told the loss adjuster there was additional damage to the property. A site visit was arranged to look at the additional damage, though this didn't take place until early September 2022. I can see there was a lack of communication on the loss adjuster's part after this, and Mr H and his wife had to chase the loss adjuster on a number of occasions.

Mr H and his wife told the loss adjuster they were concerned about the safety of their young children, given the repairs that were needed to the property. The loss adjuster offered to arrange temporary repairs to make the property safe, which I think was reasonable. Though Mr H and his wife refused this.

In December 2022, the loss adjuster said the schedule of works had been under review. The contractor's repair costs had been approved, and the loss adjuster understood repairs would soon begin.

However, in January 2023, the contractor told the loss adjuster they wouldn't do the repairs. Whilst I can of course appreciate Mr H's disappointment that the intended start date for repairs couldn't then happen in January 2023 as expected, I don't think the loss adjuster was responsible for this.

Overall though, I think it's clear there was poor communication on the loss adjuster's part, with Mr H and his wife needing to regularly chase for updates. I also think the site visit could have been arranged sooner, and the updated schedule of works probably took too long to be agreed. So it's apparent there were delays, though AXA has recognised this. I'm satisfied the £525 total compensation paid by AXA was reasonable to recognise its handling of the claim between 12 July 2022 and 30 January 2023.

My final decision

My final decision is that I don't uphold this complaint as I'm satisfied AXA Insurance UK Plc has paid reasonable compensation for its handling of the claim between 12 July 2022 and 30 January 2023.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 April 2024.

Chantelle Hurn-Ryan
Ombudsman