

The complaint

Ms G complains about AXA Insurance UK Plc's response to her home insurance claim.

AXA are the underwriters (insurers) of this policy. Much of this complaint concerns the actions of their appointed repair agents. As AXA accept they are accountable for the actions of their agents, in my decision, any reference to AXA should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Ms G and AXA. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

In summary, Ms G made a claim under her home insurance policy. She later made a complaint to AXA which she then referred to our Service for an independent review. Following delays to the claim settlement, Ms G raised a new complaint about delays and part of her contents claim.

Our Investigator considered the complaint and recommended that it be upheld. Ms G accepted the outcome, but as AXA didn't provide a response, the complaint was then referred to me for a decision. I recently sent both parties a copy of my provisional, intended findings and as the deadline for responses has now passed I've considered the complaint for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Ms G responded to my provisional decision and accepted it. AXA didn't respond at all. No new evidence or representations have been made that materially change the outcome I had intended to reach. Therefore, I've included my previous findings below as they form the basis of this, my final decision.

My decision only considers AXA's delays in making payment in relation to contents of Ms G's that were beyond economic repair ('BER'). AXA largely accepted the claim, but issues arose with claim settlement being made. No proper explanation has been provided for the delays or months of poor/no communication. This is very disappointing.

In a recent email to our Service, AXA told us that payment in relation to BER contents was made on 16 May 2024. This was more than 5 months after they'd agreed to settle this part of the claim - on 7 December 2023. I also note that it hasn't been confirmed that interest has been added to this amount.

I find the £200 compensation recommended by our Investigator doesn't go far enough to recognise that there were unreasonable, avoidable delays caused by AXA. They had an opportunity to bring this part of the complaint to a close much sooner. I increase the compensation of £200, as recommended by our Investigator, to £300.

Putting things right

I direct AXA Insurance UK Plc (if they haven't already done so) to:

- Add 8% simple interest per annum to the amount of £3,848.58, to be calculated from 7 December 2023 until the date this increased settlement is paid to Ms G.
- Pay Ms G £300 compensation for this part of her complaint. This is in addition to the £50 offered (£100 paid) in their final response letter dated 21 February 2024.

My final decision

My final decision is that I uphold this complaint. AXA Insurance UK Plc now need to follow my direction, as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 30 July 2024.

Daniel O'Shea
Ombudsman