

complaint

Mr B is unhappy with the way AXA Insurance UK Plc has dealt with his buildings policy claim following his previous complaint to this service.

background

Mr B previously brought a complaint to this service and it appeared that, following our view being issued last year, AXA would deal with the issues outstanding to a satisfactory conclusion. The issues included things such as the uncompleted repairs, Mr B's expenses, the impact on neighbouring properties, etc.

However, despite the lengthy timescale AXA has not resolved all of these matters and Mr B has brought a further complaint to this service to try and bring matters to a close. An example of the problems that remained included the compensatory award of £5,000 which AXA had not yet paid despite it being part of the view issued by this service and accepted by AXA last year.

Our adjudicator upheld this further complaint. He stated that AXA should:

- deal with all aspects of the view issued by this service in 2013, including the £5,000 outstanding payment for Mr B's distress and inconvenience;
- arrange with Mr B a surveyor to review the required repairs and issue an agreed scope of works;
- arrange for Mr B to gain access to his belongings that have been in storage throughout;
- continue with alternative accommodation until Mr B can return to his own home;
- in terms of Mr B's expenses pay all monies owed under the terms of the policy;
- regarding the repair works, break these into three areas:
 - all original scoped incomplete works should be completed;
 - all works agreed in the previous view issued by this service should be completed;
 - any remaining/rectification works required and agreed by the surveyor/AXA should be completed;
- pay a further £2,000 in compensation in recognition of the further poor service and lack of movement on his claim and complaint since last year.

AXA accepted the view and although some elements noted above have now been concluded the further compensation and issues around alternative accommodation remain problematic. In respect of the problems outstanding this case has been referred on for a final decision from an ombudsman.

my provisional findings

The main elements of my provisional decision are repeated below:

"In more recent correspondence Mr B has highlighted his concerns and the most specific points he has made are as follows:

- *ongoing site security;*
- *disputes with two separate telecommunications providers;*
- *dampness penetrating neighbouring property;*
- *garden maintenance;*
- *expenses – appointment of an independent accountant;*

- *premium increases and lack of cover at renewal;*
- *access to personal belongings in storage;*
- *motorcycle storage;*
- *legal services;*
- *alternative accommodation;*
- *current standard of living.*

AXA says it has arranged to pay the extra £2,000 compensation, deal with the garden maintenance and paid £8,598.44 for Mr B's additional expenses. Further it has agreed for Mr B's surveyor to attend the property to move the claim forward. I note that our adjudicator has passed the surveyor details on between Mr B and AXA.

The recent responses from AXA make it clear to me that despite the overall situation now running for several years many of Mr B's points and concerns have still not been fully addressed. AXA has not explained to Mr B or to this service why it has been unable to deal with the initial complaint or to conclude the requests made by our second adjudicator. I find that overall AXA's actions in this case have been unfair and unreasonable.

To address the bullet points above:

site security

Mr B is worried about the lack of an alarm and the potential increased fire risk at his home. AXA should confirm to Mr B what actions it is taking to deal with his concerns about it having the keys and control of the site within 28 days of my final decision.

telecommunications disputes

Mr B says his telephone line has been taken over and works conducted on his site without his permission by the telephone company. Mr B feels that neither of these things would have happened if he had been back in his property within a reasonable timeframe. In this case it is difficult to argue with the point. Mr B says AXA should be responsible for this. I do not disagree with the principle but I am unclear on what AXA can do if the number has been reallocated and works on the site have been done. Mr B does not seem to have pointed out what he wants AXA to do about this so he will need to do this to allow AXA to consider if it can take any further action to help.

dampness penetrating neighbouring property

The impression I get here suggests that correspondence from Mr B's neighbours has been passed to AXA so it can deal with their concerns. Mr B does not feel that this has been done and I can see no record of AXA dealing with this. In view of how long the problems have been going on it would not seem unreasonable to expect AXA to help Mr B deal with his neighbour's concerns. I would suggest that this is a matter included within the survey so independent professional consideration of the worries can be provided.

garden maintenance

Paths and general garden issues have not been resolved despite being part of the original complaint. I note that AXA was arranging with loss adjusters for a handyman to undertake the works. However, Mr B states that the matter has still not been dealt with. AXA needs to deal with this within 28 days of my final decision.

expenses

There is still a huge gulf between the amount paid by AXA and the amount requested by Mr B. Based on the figures I have seen from Mr B he feels that he remains several thousand pounds out of pocket. It does not appear that any real agreement was reached on the £8,598.44 figure AXA has recently paid Mr B. I understand that Mr B would like to use an independent accountant. However, I am not convinced that this would improve the situation and in fact it may just lead to further issues. As I see it there are two options here for the parties involved. AXA and Mr B can trade lists of breakdowns showing how the figures have been reached in order to get to a final settlement amount. However, based on how the claim has gone in the past I suspect this could still be very difficult with different issues, items, amounts and challenges for the parties. Alternatively, I would suggest that AXA offer Mr B a further £3,500 which is roughly half way between the two parties amounts as a final settlement for this part of the claim in relation to the expenses details already provided to AXA by Mr B. In my opinion this would be a fairer and more reasonable outcome to the expenses element of this complaint.

premium increases and lack of cover at renewal

If Mr B has been subjected to any more than standard policy premium increases this may be unreasonable. However, I cannot gather from the details I have whether or not this is the case. Therefore, AXA should confirm, with evidence, to Mr B and to this service that nothing above standard policy rates for Mr B's circumstances has been charged. Also Mr B has stated that AXA did not offer him a policy renewal. AXA needs to explain to Mr B and to this service what happened regarding Mr B's policy renewal and that AXA continued to offer cover. It needs to do this within the provisional decision deadline date.

access to personal belongings in storage

It seems that after a very long wait Mr B has been granted access to his own personal belongings that have been in storage for such a long period. However, Mr B has pointed out that some items appear to be missing, the storage arrangements mean that many items may have been damaged and all his personal belongings are covered with thick layers of dust as they have been left open and not been covered over. I suspect AXA will want to look into this. Based on what Mr B has told this service he would be perfectly entitled to start a new complaint with AXA based on the information he has provided to this service.

motorcycle storage

It does not appear that this aspect of Mr B's claim has been fully considered by AXA. Mr B has noted that the motorcycle requires winter storage although I do not know exactly what has happened in the previous winters. AXA should arrange this for Mr B and AXA should cover the costs incurred for a suitable timescale agreed with Mr B.

legal services

I have no reason to doubt what Mr B has said about the lack of action regarding the legal claim he wanted to make. It would not seem unreasonable for AXA's legal services staff to update Mr B with details of what is has done and what it is going to do for him within 28 days of my final decision.

alternative accommodation and current standard of living

Mr B has pointed out again to this service that there are still problems with AXA over his rent being paid. I do not know why this has happened as similar issues were the subject of a previous complaint dealt with by this service. There have been issues of eviction, numerous different hotels and over the course of approaching almost five years Mr B says he has had to live "like a self funded student". I accept that both parties could have done more in certain circumstances of this complaint but it is clear that AXA is responsible for the vast majority of the issues. Mr B has pointed out that another set of keys to his home have been lost by contractors on behalf of AXA. Mr B says he fears it may take another year before he is able to return to his own home and this is entirely unreasonable by anyone's standards.

In relation to Mr B's alternative accommodation AXA should contact Mr B within 28 days of my final decision to update him with an action plan for dealing with his alternative accommodation until he can return home. This action plan should also point out what is going to happen in relation to his on going extra expenses arrangements until he returns home and the action plan including dates of when Mr B will be able to return to his own home. In the circumstances this does not seem an unreasonable requirement after such a long period of time.

compensation

AXA agreed to pay the extra additional £2,000 requested by our adjudicator. Although Mr B continues to point out failings by AXA at this point based on the complaint made to this service this amount is reasonable based upon the impact Mr B has suffered. Although I must point out that Mr B would still be entitled to raise the on going problems with AXA as a new complaint if matters are not reasonably dealt with."

AXA responded and in general it was in agreement with the provisional decision. In relation to some points it stated that it felt it had not had the chance to consider them and these would need to be considered separately. AXA highlighted:

- dampness to neighbouring properties;
- storage of Mr B's motorcycle;
- the legal service issues are dealt with by a separate insurer;
- issues around telecommunications providers actions.

AXA confirmed:

- contractors have been appointed to tidy the garden but Mr B will need to arrange for the communal area to be unlocked to allow access;
- that surveyor's costs had been put forward and although these appeared to be expensive AXA had agreed in an effort to resolve matters quickly.

Mr B responded and I understand and accept what he says about my attempts to summarise all the issues as he sees them. However, for the purposes of this decision I will pick out some of the main aspects from his response:

- Mr B referred to failings by AXA and the loss adjusters in terms of communication, ignoring questions, correspondence on many things including seemingly simple requests such as responding to Mr B wanting to know where his belongings were being stored;

- Mr B says there has been no single point of contact, which has caused problems throughout. Recently this included Mr B sorting out tenancy, relocation and hotel accommodation issues;
- the storage facility is unheated and is causing moisture related damage to belongings – Mr B says he was assured that the items would be kept in climatically controlled conditions – the items are deteriorating and some items appear to be missing;
- many extra items have been bought by Mr B as he was told at the outset the repairs would take ten weeks and he has needed to buy items at extra cost and duplication – AXA has ignored the agreement reached regarding paying an allowance for this;
- the impact on Mr B's social and working life – he has been denied access to tools and equipment leaving him having to rely on other people;
- Mr B says that AXA's appointed experts have lost at least two sets of keys and rarely notified him if the keys have been lost or if the site locks need to be changed;
- the telecommunications companies and others have caused damage while needing to get access and this is down to AXA;
- legal services – have not provided service, caused further delays, not responded to requests, wasted time spent on meetings;
- AXA's appointed experts caused internal damage;
- despite confirmation that the garden clear up would be done immediately it has not been;
- neighbours have been ignored, inconvenienced, delayed, AXA should apologise to them;
- Mr B has been unable to move or get a mortgage – he is in a position worse than before the claim as he has been unable to make offers on properties;
- Mr B feels AXA and the loss adjusters should have been dealing with all expenses there and then, not allowing these to accumulate and become too complex. AXA never considered the impact on Mr B of being so much out of pocket. AXA told Mr B it would only settle these when the case was closed. The expenses were only up until May 2014. Mr B has endured many further expenses since then including paying for hotel accommodation;
- Mr B has tried to act in a more business like way than AXA has – for example he says he has a telecommunications package at the current address but is unable to use the telephone he owns as that is stuck in the storage that AXA arranged;
- Mr B is unhappy about the removal of cover, the increased premiums, and wants only appropriate costs recorded against his claim as final costs;
- Mr B is unhappy about what he sees as the lack of ethics and professionalism from AXA and its appointed experts;
- Mr B is still living with the absolute basic essentials and out of cardboard boxes;
- Mr B would rather be back in his own home rather than be awaiting a compensation award.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Regarding the four points AXA would like to look at separately I accept this. At AXA's request I have therefore removed the points from my final decision below. However, despite what AXA says Mr B is clear that he has made it aware of the problems with these four points all along. Therefore, our adjudicator will set up two potentially new complaints to deal with the outstanding issues including a separate complaint in relation to the legal services insurer. This will also allow Mr B to take stock and mean that he can add in any other outstanding points.

Mr B has made many valid points and I have no reason to doubt what he says. He has, as he puts it, "*remained exceptionally tolerant throughout all of this*". Although I have noted above the further points made by Mr B, I do not intend to go further into these points again here. They are noted, and in my decision they have been considered.

In relation to the garden maintenance it looks to me as if there are still communication issues. Mr B feels AXA has done nothing while it says it is ready to go. My decision point below still stands.

Regarding expenses I agree with Mr B that his expenses have not all been paid for. He is perfectly entitled to provide AXA with the details of his further on going expenses.

Based on the correspondence I am unclear if Mr B has now had details from AXA about the premium and cover issues. AXA did accept that it would deal with the matter. Therefore, I am leaving this point in my final decision. All the other points have been accepted and so remain unchanged from my provisional decision.

my final decision

I uphold this complaint.

I require AXA Insurance UK Plc to:

- update and confirm the situation with site security within 28 days of my final decision;
- garden maintenance to be concluded within 28 days of my final decision;
- expenses – pay £3,500 as an agreed settlement for Mr B's costs for the details he has provided to AXA so far;
- confirm the situation regarding premium increases and lack of cover at renewal prior to the provisional decision deadline;
- provide Mr B an action plan regarding his on-going alternative accommodation, and continuing extra expenses and his home repairs completion arrangements within 28 days of my final decision.

I make no other award against AXA Insurance UK Plc.

John Quinlan
ombudsman