

The complaint

Mr C complains AXA Insurance UK Plc unfairly declined his contents insurance claim.

AXA's been represented by an agent for the claim. For simplicity I've referred to the agent's actions as being AXA's own.

What happened

In late 2021 Mr C went abroad on holiday. He claimed against his AXA contents insurance policy for the loss of three items of jewellery. He signed a statement (I'll refer to it as the first statement) giving the circumstances of the loss. It explains Mr C had to leave a beach to take his partner, in his hire car, to hospital in an emergency. The first statement said he had left a bag, containing the jewellery, unattended on the beach. Due to the circumstances AXA declined the claim. It relied on a policy exclusion to do so – that the policy doesn't cover loss of belongings that aren't in the care of Mr C or his household.

In September 2022 the Financial Ombudsman Service considered a complaint from Mr C. He felt it unreasonable for AXA to rely on the first statement and decline the claim. Our Investigator found AXA could reasonably rely on it. He agreed with AXA that there wasn't a valid claim.

Mr C then provided AXA with a letter explaining, for medical reasons, he should have an advocate to assist and represent him during claim interviews. He wasn't satisfied with AXA's response to that so returned to this service. AXA agreed to an Ombudsman's recommendation that it take a second statement from Mr C with an advocate present - and reassess the claim based on all the evidence.

A second statement was taken. In this Mr C explained, during the emergency, he had picked up the bag when leaving the beach. He said he wasn't sure what had happened to it. He felt he may have dropped it on the way to his car or when getting into the car. But AXA continued to decline the claim. It said it had multiple outstanding concerns – but referred to two exclusions as formal reasons for the decline. First was the exclusion explained above. In response to the second statement it referred to a further exclusion – relating to loss of items when in an unattended motor vehicle.

Mr C raised a further complaint. In response AXA continued to decline the claim. He wasn't satisfied so returned to this service. He was unhappy AXA had continued to decline his claim. He felt it unfair that it had relied on his original witness statement when doing so. He said he was disadvantaged by not being able to access a claims portal – so couldn't address other issues. To resolve his complaint he asked that AXA settle his claim.

Our Investigator didn't ask AXA to pay the claim. She felt regardless of the exclusions Mr C hadn't provided reasonable proof of ownership of the items claimed for. As Mr C didn't accept that outcome the complaint was passed to me to decide.

I issued a provisional decision. As its reasoning forms part of this final decision I've copied it in below. In it I explain why it was my intention to find AXA's decision to decline the claim to

be fair and reasonable. I also invited Mr C and AXA to provide any further evidence or comments they would like me to consider before issuing this final decision.

what I've provisionally 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr C and AXA have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted so far.

Mr C's policy provides him with worldwide belongings cover. It covers his personal items, including jewellery, when away from the home against accidental damage and loss. Mr C says he suffered a 'loss' - of his jewellery through either theft or him misplacing or dropping them.

As I've said AXA's given two 'formal' reasons for declining the claim – the two exclusions – but it's also set out to Mr C that it has 'multiple concerns' about the validity of the claim. These include inconsistencies in his accounts of the loss and a lack of proof of ownership or possession of the jewellery. To fully consider the fairness and reasonableness of AXA's actions then, I need to take all its reasons for declining the claim into account.

It's for the policyholder to provide reasonable evidence of his loss. I accept Mr C may well have made a genuine claim but has just, unfortunately, been unable to evidence it to a reasonable extent. So I understand this decision may be very frustrating for him. But ultimately, having considered AXA's formal reasons for the decline alongside its informal concerns, I currently intend to find its decline of the claim to be fair and reasonable. So I don't intend to require it to settle the claim or to do anything differently.

AXA's highlighted various inconsistencies between Mr C's initial claim notification calls and his first and second statements. I won't cover them all here, just the key ones. Before I do so it's important to set out that I'm satisfied it's fair for the contents of the first statement to be considered. It forms part of the full circumstance of the complaint. So I don't feel it would be appropriate to disregard it. Neither did the previous Ombudsman require that to happen.

In the initial claim calls and first statement Mr C is recorded as being quite clear, that in response to the injury, he didn't think about the bag, didn't walk back to where it had been placed - and that he left it on the beach being only concerned about his injured partner.

After that description of events was used, by AXA, as the central reason for declining the claim, Mr C provided a different account. In the second statement he recollects picking up the bag, he was standing over it. He didn't leave it but took it with him to his hire car – possibly dropping it at some point on that short journey.

Other inconsistencies include different explanations for having taken the jewellery to the beach. First he wanted to wear it in line with the local practice, later it was said to have been safe to take it. There's also varying accounts of the number of bags in the family's possession for the beach trip – from one each to just one in total. In addition the statements give different accounts of the non-jewellery contents of the bag.

I accept there may be reasonable explanations for the variations. I've considered Mr C's response – including his health conditions, lack of advocate and quality of internet connection for the first statement. (Although I note his signed amendments to that document didn't raise concern at the recorded account of the bag being left on the beach.) I also acknowledge the different accounts were given more than a year apart, so some variance is understandable. However, I'm not persuaded these account for the key variation in his the details he has given. So I can understand AXA's concerns at the inconsistencies – with inconsistencies like this bring into doubt whether the loss occurred as reported.

AXA reasonably requested Mr C show proof of ownership and possession of the items claimed for. It's concerned that he's only provided limited evidence in response. This includes a letter from a jeweller explaining he purchased the items from its predecessor. The letter doesn't give a date, but he said he bought the jewellery in 2015. There is a 2015 valuation from the same jeweller. The only possible evidence of ownership or possession beyond 2015 is two photos of Mr C wearing all three items of jewellery. These may, based on Mr C's wearing the same clothes, have been taken on the same day – although I can't be sure.

AXA requested the original digital versions of those photos, so it can confirm the data for dates and locations. Unfortunately Mr C hasn't provided them. He's also been unable to provide any other photos of him wearing the jewellery. Nothing is available from the holiday. There were some photos on his phone but that was lost, presumably after the loss of the jewellery as he had it during the emergency. His partner's phone didn't have any power until the end of the holiday. A relative he spent time with on holiday didn't take any photos. And there's no other proof, including photos, from the seven years or so between 2015 and 2022.

I've considered Mr C's explanation that, for various reasons, he didn't wear the jewellery often in recent times. And I accept that not everyone features in or takes frequent photos of themselves. But it's fair for an insurer to require reasonable proof of ownership. So I can understand AXA's concern, when put alongside the inconsistencies discussed above, at the limited proof Mr C's been able to provide.

I've considered the two exclusions. First the worldwide belongings benefit doesn't cover 'loss or damage to any belongings that are not on the care of you (Mr C) or your household'. If Mr C's account in the first statement is what did take place then the exclusion would seem to apply.

The second exclusion is for 'loss or damage to items left in an unattended motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and force or violence has been used to enter the vehicle.' If Mr C's second statement is accepted this wouldn't appear to apply. In that he says he doesn't think the bag was stolen from the car. Instead he seems to believe the bag fell from his hand on the trip to the car. In any event that doesn't change my decision on AXA's decline.

I've taken into account everything Mr C's said, including his health, the possibility of language barriers and his own circumstances and lifestyle. However, ultimately, having considered AXA's formal reasons for the decline, alongside its informal concerns, I currently intend to find its decision to decline the claim to be fair and reasonable. So I don't intend to require it to settle the claim or to do anything differently.

Finally Mr C said he has been treated differently because of his background. I haven't seen that he has been treated differently for any reason or singled out in any way. I've seen nothing which persuades me that another policyholder in the same circumstances would have had their claim accepted. I'm also not persuaded Mr C lost out though not being able to access the claims portal. He's had reasonable opportunities to challenge AXA and provide supporting evidence.

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.

AXA didn't provide a response to the provisional decision. Mr C made a few comments. He explained photos had been taken in 2016, not 2015. I assume he's referring to the photos, of him wearing the jewellery, I discussed in my provisional decision. I think he read my decision to be stating the photos had been taken in the same year as the valuation was made – so in 2015. However, I intended to explain that I thought the two photos may have both been taken on the same day. I accept his point that they were taken in 2016. Mr C also repeated an explanation about his inability to provide additional proof of ownership, such as more recent photos, because he had been isolating for health reasons.

The latest comments haven't changed my position on the complaint. I've taken into account everything Mr C's said, including about his health, the possibility of language barriers and his own circumstances and lifestyle. However, ultimately, having considered AXA's formal reasons, alongside its informal concerns, I think its decision to decline the claim is fair and reasonable. So I'm not going to require it to settle the claim or to do anything differently.

My final decision

For the reasons given above, I don't require AXA Insurance UK Plc to settle Mr C's claim or to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 April 2024.

Daniel Martin
Ombudsman