

The complaint

Miss T complains about AXA Insurance UK Plc's ("AXA") decision to decline her claim for damage caused to her television under her contents insurance policy.

What happened

Miss T made a claim following an escape of water in her home. AXA appointed an agent to take some of Miss T's contents into storage – this included a bookcase, an ornament and a TV. These items were returned to Miss T, but she raised a concern about damage to all three items. Miss T then raised a complaint as she felt AXA were taking too long to deal with the damage to her contents.

AXA responded and agreed to settle the damage to Miss T's bookcase and ornament. They also accepted there had been delay in handling this and paid £325 compensation. In relation to the damage to the TV, AXA said Miss T was asked to check all the items that had been returned to her and provide AXA with a response as to the condition within nominated timescales. AXA said, while Miss T had brought to their attention her unhappiness about the bookcase and ornament, it was sometime after that, that she discovered that the TV had developed a fault. AXA said, it is for this reason that they're unable to offer any further assistance with the TV.

Our investigator looked into things for Miss T. He thought AXA weren't responsible for the damage to the TV. Miss T disagreed so the matter has come 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.

Having done so, I've decided not to uphold the complaint. I understand Miss T will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I can't see there's any dispute about the damage to the bookcase or ornament, or with the settlement and compensation paid by AXA. The dispute relates to the damage to Miss T's TV. Miss T says there are two lines appearing across her TV screen, which weren't there prior to her TV being taken into storage. Miss T says her TV was working correctly before it went into storage, and had it not been, then she would've made a claim under the manufacturer warranty, which was still in place at the time.

Miss T says she discussed the issue with a staff member at a store who asked if Miss T had ever stored the TV flat instead of upright as this could likely have been the cause of the issue. Miss T says AXA should therefore cover the cost of a replacement TV.

AXA say Miss T received her contents back in late July/early August 2023 and she raised a concern about a damaged bookcase and ornament. AXA say, while they couldn't say either way whether these items were damaged while in storage, given the length of time it was

taking to make a decision, they felt it was reasonable to pay for these items. They note though that Miss T had brought to their attention the damage to these items shortly after her contents were returned. They say this wasn't the case with the TV and that Miss T didn't raise this at the same time - and was first mentioned to them a few months later.

AXA say the storage company don't accept any damage to the TV due to the time it has taken Miss T to mention anything. AXA say the storage company have a policy that all returned items should be checked and any items missing, or damaged to be reported to them within seven days. They say the possibility of the storage company's actions being the cause of loss or damage decreases significantly the longer the customer has the items in their possession again. AXA say, on balance, it's most likely any damage to the TV occurred after it was returned to Miss T. They say, a TV is typically used frequently so they would expect Miss T to have noted any damage relatively quickly upon its return.

Taking into account all the information I've seen, I've decided this complaint based on the balance of probabilities and what I believe is more likely the case than not. Given that Miss T says her TV was covered by a manufacturer's warranty prior to it being taken into storage, I'm more persuaded the TV didn't, at this point, have the two lines across the screen. I find it reasonable in the circumstances that Miss T would've arranged for any repairs to her TV through the warranty, had there been an issue before it was collected.

I've then considered whether it's more likely the TV was damaged while in transit to and from storage or while it was in storage, or whether the issue occurred after it was returned to Miss T. I don't think it's unreasonable for AXA to take the view that, given a TV is an item which is used frequently, they would've expected Miss T to have raised any concerns much sooner. It's clear Miss T will have inspected her items on return as she was able to identify the damage to the bookcase and ornament. So I would've expected any issues with the TV to have been identified and raised with AXA around the same time. Instead, I can't see Miss T raised the issue with the TV with AXA until late November – over three months after it was returned. Given that Miss T did identify damage to other items, and also taking into account the period of time before Miss T raised the issue about her TV, I'm more persuaded the damage to the TV didn't occur while it was being moved to and from storage, or while it was in storage.

Miss T says her living room wasn't finished and used until the end of August 2023 – so she wouldn't have noticed any issue with the TV prior to this. And she says it was then raised with AXA's agent verbally at that point, but they informed her there was nothing they could do as it hadn't been reported to them immediately. Miss T says she didn't then follow this up with AXA until November 2023. I've looked through the claim and contact notes which have been provided by AXA's agent, but I can't see there's any record of Miss T mentioning the damage to her TV until late November 2023. Even if I do accept that Miss T couldn't have known about the issue with the TV until her living room was ready at the end of August 2023, this still means it took just under three months to be raised with AXA. And, for the same reasons I've mentioned above, I'm not persuaded this suggests AXA's agent were responsible for any damage.

I acknowledge Miss T says she discussed the issue with her TV with a staff member at a retail store, and they mentioned that the TV being stored flat instead of upright could be a cause. But there's no evidence the storage company stored the TV flat, or in any way which likely caused the damage. So, taking all the information into account, I'm more persuaded the TV wasn't damaged during the storage process. It therefore follows, that I don't think it's unreasonable for AXA to decline to cover any damage to Miss T's TV.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 19 November 2024.

Paviter Dhaddy
Ombudsman