

The complaint

Mrs B has complained that AXA Insurance UK Plc (AXA) mis-sold her a commercial property insurance policy and public liability insurance.

What happened

Mrs B's complaint has been brought on her behalf by a representative. But for ease of reference, I'll only refer to Mrs B throughout, even when referring to evidence or arguments put forward by her representative.

Mrs B has complained that AXA has mis-sold her a commercial property insurance policy, and public liability cover, at the sale in 1994 and at every renewal since. She says she has never run a business and would not have been required to have public liability cover. She says paying for this cover has caused her to struggle financially for many years.

AXA says it doesn't have all the paperwork dating back to 1994. But it doesn't agree the policy would have been mis-sold. It says Mrs B told it she had stables and animals and so the policy it sold would likely have met her needs. AXA has also argued that Mrs B's complaint would be outside of the Financial Ombudsman Service's jurisdiction because the event being complained about was over six years ago.

A separate decision on our jurisdiction to consider this complaint has already been issued. In summary, we can consider Mrs B's concerns about every policy renewal from 2017 onwards, and Mrs B's concerns with the service she received in 2023. But we're unable to consider any of the earlier renewals or the original sale, because Mrs B's complaint about those has been brought too late.

Following the jurisdiction decision, an investigator considered the renewals which took place from 2017 onwards. He said he wasn't persuaded AXA had done anything wrong because it had sold and renewed a policy which appeared suitable for Mrs B's needs. He also noted that AXA had refunded all premiums paid from 2014 onwards as a gesture of goodwill, which he thought was more than fair to settle Mrs B's complaint.

Mrs B didn't accept the investigator's opinion. So, as no agreement has been reached, the complaint has been passed to me to decide.

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, while I appreciate this will likely come as a disappointment to Mrs B, I agree with the investigator's conclusions. I'll explain why.

In the separate jurisdiction decision, I explained why the Financial Ombudsman Service would be limited to considering events which occurred after 28 November 2017. This means this complaint is only focused on the policy renewals which took place after that date.

The policy renewal documents I've seen make it clear that the renewals took place on a non-advised basis. That means there was no requirement for AXA to ensure the policy met Mrs B's needs. Instead, AXA had a duty to provide Mrs B with information that was clear, fair and not misleading, so that she could make an informed choice about the policy she was deciding to renew.

The renewals I've seen also make it clear that the policy was a commercial policy which included public liability insurance. Based on this, I don't think I can reasonably conclude that AXA mis-sold the policy at any of the renewals, on the basis of those two factors, because I think AXA made it sufficiently clear that, that's what the policy was and included. And it was then for Mrs B to consider her circumstances at each renewal and to decide whether the policy met her needs.

I know that Mrs B maintains she was advised the policy was suitable for her needs initially when taking out the policy in 1994. But I haven't been provided with any evidence to support that the policy was ever sold on an advised basis. And, as explained, I'm not able to consider what happened at the original sale, or any of the subsequent renewals prior to 28 November 2017.

Even if I were to agree that AXA mis-sold the policy at each of the renewals after 28 November 2017, which as explained I do not, I think AXA's good will gesture is sufficient to fairly resolve the complaint. I say this because AXA has refunded all the premiums Mrs B paid from 2014 onward. That means it has already put Mrs B back in the position she would have been had none of the policies from 2017 onwards been sold, plus an additional three years' worth of premiums as compensation. In addition, AXA acknowledged and apologised for a poorly handled call and a delay in answering Mrs B's complaint and paid a further £75 compensation for these issues.

Taking everything into account, I don't think it would be fair or reasonable for me to direct AXA to do anything more than it has already done.

In response to the investigator's assessment, Mrs B said she felt the investigator hadn't looked into her concerns about how AXA's offer was calculated. I can confirm that AXA has provided a breakdown of the premiums Mrs B paid between 2014 and 2023. This shows that throughout that period, Mrs B paid £3,208.66 in premiums and an instalment charge of £385.03. This amounts to £3,593.63 – which is the amount AXA refunded. Based on this, I'm satisfied that AXA has already done enough to fairly resolve Mrs B's complaint. So, I'll not be directing it to do anything more.

My final decision

For the reasons I've explained above I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 3 March 2025.

Adam Golding
Ombudsman