

The complaint

Miss M and Mr M complain that AXA Insurance UK Plc won't replace a sofa leg that was lost by a third party company appointed to handle his insurance claim.

The policy was sold and is administered by an intermediary on AXA's behalf and all correspondence has been with this intermediary. However, AXA is the policy underwriter so the complaint is against AXA. Any reference to AXA in my decision includes the intermediary.

Both Miss M and Mr M are named policyholders on their AXA policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr M, I'll refer mainly to Mr M from here onward.

What happened

In June 2022, Mr M suffered significant damage to his home following a major water leak. AXA appointed a third party company to manage Mr M's claim on its behalf. This company (who I'll refer to in my decision as 'D') arranged for Mr M's contents – including a sofa – to be put into storage while it dealt with the claim for repairs to his home.

The furniture was recovered from storage and returned to Mr M in January/February 2023. However, Mr M found that one of the legs from his sofa was missing. He also noticed some other damage (scratches and scuffs) to the sofa. In September 2023, AXA sent a technician to “respray” the sofa, however Mr M now says “*the spray is also coming away and the sofa is losing colour.*”

In August 2024, AXA told Mr M:

- D ordered a new sofa leg in June 2023 but didn't receive it until October 2023.
- The new leg didn't fit so it ordered another one. It accepts this caused “*additional delays*”.
- It received the new leg in February 2024, however once again this didn't fit.
- D now had a replacement leg that would fit the sofa. It asked Mr M to contact D to arrange this.
- The damage to his sofa was wear and tear and wasn't caused by D.
- It offered him £400 to apologise for the delays replacing the missing sofa leg, plus another £25 for failing to reply to his complaint promptly.

Mr M remained unhappy and brought his complaint to this service. He says he's contacted D “*on five different occasions*” but it hasn't returned his calls. He's unhappy that it's taken over 18 months for AXA to replace the sofa leg. He now wants it to replace the sofa. He also says D damaged his floor when it returned the sofa.

Our investigator recommended that the complaint should be upheld. She agreed that AXA's failure to replace the sofa leg would have been frustrating for Mr M but thought its £400 compensation for this was fair. She thought AXA should ask D to review the repairs its

technician made to the sofa and arrange a convenient appointment to fit the new sofa leg.

Mr M didn't accept this, so the complaint was passed to me to make 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.

Mr M complains about the missing sofa leg, damage to the sofa, and damage to his floor. I've set out my findings on each point below.

Sofa leg

- AXA's internal notes show D agreed to replace the sofa leg as a gesture of goodwill in or around April 2023.
- An internal note in April 2024 said D was "*awaiting the correct replacement foot from the manufacturer who have delivered the wrong part several times.*"
- D finally had an adequate replacement by August 2024.
- So AXA failed to find a replacement sofa leg for 16 months. This isn't what any reasonable person would consider an acceptable time.
- I'm not persuaded by AXA's claim that Mr M failed to contact D. In any case, I think the onus should be on AXA (or D) to contact Mr M given the time taken to find a replacement leg.
- However, it now seems that Mr M is refusing to accept the new leg without seeing it or allowing D the chance to fit it. I don't think that's reasonable.
- I've seen no evidence that shows the replacement leg is unsuitable. I'm satisfied that AXA's £400 compensation and offer to replace the sofa leg is fair. AXA should contact Mr M to arrange this as soon as possible.

Damage to the sofa

- Mr M provided a photo showing a close-up of his sofa. It's not clear to me if the photo shows an arm or the edge of a cushion, however it clearly shows an area where the leather has worn away.
- D's manager visited Mr M's home in or around July 2023. He took eight photos of the sofa. I acknowledge that the photos aren't as close-up as Mr M's, however they don't appear to show any damage.
- Also, I found no evidence that Mr M had raised this with AXA before June 2024.
- This suggests the damage probably wasn't caused by D, either when it was put in storage or when it was returned to Mr M.
- Mr M says the missing leg has caused further damage to the sofa. He hasn't provided any evidence of this.
- Based on the evidence I've seen – and without an expert inspection of the sofa – I can't say if the damage to the sofa was caused by a third party/the missing leg or simply wear and tear. If it's wear and tear, it won't be covered by Mr M's insurance.
- Following our investigator's recommendations, AXA offered to instruct an independent expert to inspect the sofa and assess the damage.
- In the circumstances, I think this is the right approach and will hopefully confirm the cause of damage.
- AXA told us it's waiting for some further information from the expert before arranging

the inspection with Mr M. It should arrange this as soon as possible.

Damage to the floor

- Finally, Mr M sent us five photos showing what appear to be scratch marks on the tiled floor beside the sofa. He blames D for marking his floor.
- He first raised this with us in October 2024. He didn't mention this in his complaint to AXA in June 2024 or his complaint to this service in August 2024.
- Given his other complaints about D's actions and the damage he says it caused to the sofa, I might reasonably have expected Mr M to highlight this earlier if D caused the damage.
- On balance, I think it's unlikely D caused this damage.

I don't think AXA handled this situation particularly well. Once it agreed to replace the sofa leg it should have made sure D did this promptly. It's right that it compensates Mr M for this. It offered £400 to apologise for its delays. I think the offer is fair and leave it to Mr M to decide if he wants to accept this.

My final decision

My final decision is that I uphold this complaint in part and order AXA Insurance UK Plc to replace the sofa leg and arrange for the damage to be inspected by an independent expert as soon as possible.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Mr M to accept or reject my decision before 10 April 2025.

Simon Begley
Ombudsman