

The complaint

Mr B and Mrs G have complained that AXA Insurance UK Plc (AXA) unfairly declined a claim under their home insurance policy.

References to AXA include companies acting on its behalf.

What happened

Mr B and Mrs G made a claim for a burglary at their home. AXA assessed the claim and declined it because it said Mr B and Mrs G's home was unoccupied at the time of the burglary.

When Mr B and Mrs G complained to this Service, our Investigator upheld the complaint. She said AXA hadn't shown that the property was unoccupied for the whole of the 30-day period before the burglary. She said it wasn't fair for AXA to decline the claim on that basis. She also said there were delays during the claim. So, she said AXA should continue to assess the claim and pay £175 compensation.

As AXA disagreed, the complaint was referred to me.

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 uphold this complaint. I will explain why.

The policy said the policy didn't provide cover for theft while the property was unoccupied or unfurnished. It said unoccupied meant "*Not lived in and not occupied overnight by you or your family or a person authorised by you for more than 30 consecutive days*".

While AXA was assessing the claim, Mr B and Mrs G signed a statement that said they stayed at the property two days a week and Mr B's sister stayed there three times a week on average. They said Mr B's sister had last stayed there a couple of weeks previously. AXA told Mr B and Mrs G that their utility bills showed a low level of usage, which it said indicated unoccupancy. AXA declined the claim because it said the property was unoccupied.

AXA said Mr B and Mrs G had only used eight cubic metres of water over the period of a year, which included the date on which the burglary took place. I agree that is low water usage, although I'm also aware that Mr B and Mrs G said they spent part of the week elsewhere. AXA also said the gas and electricity bill indicated the property was unoccupied. The bill that covered the period when the burglary took place was based on estimated readings. I've also seen a bill that showed several debits and credits to correct the billing. So, AXA took a 16-day period a couple of months after the burglary had taken place, by which time Mr B and Mrs G had a smart meter fitted, and used that data to calculate what the usage would be for a year. From what I've seen, it then decided it was reasonable to

assume that because that 16-day period showed low usage, there would have been low usage at the time of the burglary.

But I don't think that's fair. AXA was considering a claim. It declined based on an exclusion about the unoccupancy in the 30-day period before the burglary. Even if I accepted the gas and electricity usage was low a couple of months after the burglary, that doesn't show that no-one stayed overnight at the property, even on one occasion, around the time of the burglary. I also note that the 16-day period was in late April into May. The burglary took place in February. I don't think AXA has shown it was fair to assume the time-period it used was representative and could therefore be used to show typical usage across a year, including in colder months. The bill also provided estimated annual costs and explained how these were calculated. These were higher than those calculated by AXA.

I'm aware AXA has also said Mr B and Mrs G didn't have a TV licence. It provided some older photos that showed a TV at the property. When AXA assessed the claim, there was no TV at the property. It said this also showed the property was unoccupied. AXA initially told this Service the photos were from a property listing. When I asked it for further details, it couldn't find the listing. It then said it thought the photos were provided by Mr B and Mrs G and were possibly from 2018. Although I can see a TV in one set of photos and that there wasn't a TV in AXA's more recent photos, I'm not persuaded this showed the property was unoccupied. It's not clear when the first photos were taken, but it seemed to be at an unknown time several years ago. Mr B and Mrs G also weren't required to have a TV, even if they previously had one.

So, having thought about this carefully, I'm not persuaded AXA has shown the property was unoccupied in the 30-day period before the burglary. The onus was on AXA to show it was reasonable to apply the exclusion and I don't think it has done so. So, I think it needs to continue to assess the claim in line the policy terms and conditions.

Mr B and Mrs G were also concerned about delays with the claim. AXA has confirmed to this Service that it could have requested the police report earlier than it did, although I'm aware the police were then unable to provide their report for a few months. So, I think there was an avoidable delay by AXA during the claim.

So, I've thought about compensation. I think Mr B and Mrs G have been caused inconvenience and distress by how AXA has dealt with their claim. Looking at everything that happened, I think AXA should pay Mr B and Mrs G a total of £175 compensation to recognise the impact on them of how it dealt with the claim.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require AXA Insurance UK Plc to:

- Continue to assess the claim in line with the terms and conditions of the policy and without applying the exclusion for unoccupancy.
- Pay a total of £175 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs G to accept or reject my decision before 13 June 2025.

Louise O'Sullivan
Ombudsman