

## **The complaint**

Mr and Mrs B are unhappy that AXA Insurance UK Plc (“AXA”) declined their theft claim.

Mr and Mrs B had buildings and contents insurance underwritten by AXA. For ease of reading, I’ll refer only to Mr B throughout my decision. But any reference to him, or AXA, should be taken to include anything said on their behalf.

## **What happened**

In summary, Mr B claimed under his policy following the theft of a trailer. AXA declined the claim, saying the policy didn’t provide cover for vehicles. Mr B complained because the trailer was listed in the policy documents with cover for £8,000 under specified items.

AXA issued a final response to Mr B’s complaint in which it maintained its decision to decline the claim. AXA said that when Mr B bought the policy in January 2023, motorised vehicles were excluded from cover. When he renewed in January 2024, the policy terms and conditions had been updated and didn’t provide cover for trailers.

AXA said Mr B bought the policy online and it was a non-advised sale, so it was his responsibility to ensure the policy was suitable for his needs. AXA refunded the additional premium Mr B had paid for the trailer.

When Mr B brought his complaint to us, our investigator didn’t think AXA had done anything wrong. She said that it was Mr B’s responsibility to ensure he read the terms and conditions. Therefore, our investigator didn’t uphold his complaint.

Mr B remained unhappy. He said that he had a contract with AXA which specified cover for his trailer, and he didn’t think it was fair for it to decline the claim. Mr B asked for an ombudsman’s decision.

I issued a provisional decision in March 2025 explaining that I was intending to uphold Mr B’s complaint. Here’s what I said:

### Provisional findings

*The relevant regulator’s rules say that insurers must handle claims promptly and fairly. And that they mustn’t turn down claims unreasonably.*

*The policy sets out the detail of the contract between Mr B and AXA, and the documents show that Mr B had bought cover for his trailer as a specified item under the contents section. Looking at when Mr B first bought the policy online, AXA said he would’ve had to tick a box to confirm he’d read the policy terms and conditions. I’ve looked at the policy which was in force at that time, and it states:*

*Contents does not include:*

- *motorised vehicles (other than those considered as High Risk Items), aircraft*

(e.g. drones or gliders) or watercraft (e.g. hovercraft or boats);

Mr B said his trailer was not motorised, so I don't think it was unreasonable for him to think it would be covered. Therefore, the fact that Mr B ticked the box to say he'd read the terms and conditions when he first bought cover doesn't affect what I think is the right outcome here.

### Renewal

A renewal is a new contract. Therefore, when AXA sent the renewal documents to Mr B, it had a responsibility to ensure that any significant differences were brought to his attention. I've looked at the renewal documents to see whether I think AXA made it clear that Mr B's cover could've been impacted by changes.

In respect of the changes, AXA said:

1. *Policy Schedule: includes your level of cover, a breakdown of your premium, special policy terms and excesses. It's important you check your terms and excesses as they may differ from your last policy.*
5. *Changes to Your Policy: summary of the key changes to the general policy terms for this renewal quote.*

#### *Your upgraded cover*

*We're delighted to be offering you our latest home insurance product this year. This includes improvements to cover for water leaks, storm damage and accidental damage (if this cover option is included in your policy). These changes are detailed in the Changes to your policy section.*

#### *Changes to your policy*

- *Your home insurance has been upgraded to our latest product. See section 5 for more details.*
- *Our definition of buildings and contents cover has changed. Check your sums insured in section 1 are sufficient to avoid being underinsured.*
- *We've made changes to your special policy terms. Check that you're happy with Your Endorsements in section 1.*

*I note that section 1 is the policy schedule, which includes the list of specified items and any endorsements. Section 5 is headed Changes to your policy, and the relevant part states:*

#### *Specified items excess*

*An excess of £99 has been introduced for any claim made under Section 5a (Specified items inside the home) or 5b (Specified items away from the home)*

*Having considered the changes highlighted in the renewal documents, I'm not persuaded that Mr B's attention was brought to the change in definition of 'vehicles', which now includes trailers.*

*I accept that Mr B also had a responsibility to check the documents. Having looked at the renewal documents, I see that on page 4 of the policy booklet it states:*

*Your contract with AXA comprises this Policy Booklet, the Policy Schedule and the Statement of Fact.*

*And on page 5:*

*This Policy Booklet contains the general terms and conditions of our home insurance policy. **But your Policy Document ... is specific to you. It shows the type of cover you've chosen, the amount you're insured for, and any special terms that may apply.** Please read this Policy Booklet together with your Policy Document. (The emphasis is mine.)*

Page 6 says:

*Make sure you're covered for the right amount:*

*Specified items – the cost to replace, on a new for old basis, any Bike, Electronic Gadget, High Risk **Item or any other item that's listed in your Policy Document as a Specified Item** (The emphasis is mine.)*

*Based on this information in the policy booklet, I don't think it's unreasonable that Mr B understood he had cover for his trailer. That's because:*

- *AXA issued the renewal including the trailer under specified items cover.*
- *The policy booklet confirmed the policy documents detailed his specific cover.*
- *The policy schedule included his trailer under specified items.*
- *AXA charged a premium for the trailer cover.*
- *AXA didn't bring to Mr B's attention any change that would've prompted him to consider that his specified items were no longer covered.*

*As I've said, the regulator's rules say that AXA must handle claims fairly and mustn't turn down claims unreasonably. Here, I agree that AXA turned down Mr B's claim in line with the terms and conditions of the policy. But it doesn't feel fair and reasonable in the circumstances described.*

*I think it's more likely than not that Mr B would've obtained cover for his trailer elsewhere had AXA brought to his attention that the item specified on his schedule was not in fact covered under the policy. Therefore, I think it's fair that AXA reconsiders Mr B's claim for the stolen trailer under the remaining terms of the policy.*

*I understand AXA refunded the trailer premium to Mr B. AXA would be entitled to deduct that amount from any settlement.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

### Responses

Mr B didn't provide any further comment.

AXA didn't agree. It provided details of the online sales journey to support its view that Mr B was responsible for checking the items he'd included for cover.

### **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.

I've looked at the sales journey screenshots AXA provided. But I haven't seen anything in the information to suggest that Mr B could've easily concluded that cover wasn't available for

his trailer. The evidence shows that to cover items worth £1,500 or more, they'd need to be specified. Under the heading, "*What are specified items*" it states:

*Specified items are items of contents that must be specifically listed for them to be covered...you can specify any item that's classified as contents.*

Vehicles are excluded under contents. However, Mr B explained that his trailer didn't have a motor and, therefore, didn't meet the definition of a vehicle. On that basis, and due to the fact that he was able to list the trailer and pay a premium specifically for that cover, I think it's reasonable that he believed AXA had provided cover. And, for the reasons I set out in my provisional decision, I can't fairly conclude that the policy documents made it clear that his trailer would not be covered at renewal.

If AXA had declined cover for the trailer as a specified item, or excluded it from the specified items at renewal, I think it's more likely than not that Mr B would've sought cover elsewhere for his trailer. Therefore, I remain of the opinion that it's fair and reasonable that AXA now reconsiders his claim under the remaining terms of the policy.

In summary, I'm not persuaded that the additional evidence AXA provided warrants a change in outcome. Therefore, my decision is that I uphold Mr B's complaint for the same reasons set out in my provisional decision.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, my final decision is that I uphold Mr and Mrs B's complaint and AXA Insurance UK Plc must:

- reconsider the claim for the stolen trailer under the remaining terms of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 7 May 2025.

Debra Vaughan  
**Ombudsman**