

## The complaint

Mr S complains about how AXA Insurance UK Plc settled a claim on his contents insurance.

Mr S and his brother are both 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 S, I'll refer mainly to Mr S from here onward.

## What happened

Mr S had an AXA home insurance policy. In December 2023 his home was burgled and he made a claim on his policy. He told AXA a small amount of cash and several pieces of jewellery were stolen.

AXA settled the claim for property damaged during the burglary, the stolen cash, and two items of jewellery for which Mr S had receipts. It appointed its jewellery specialist (referred to in my decision as 'L') to validate the rest of Mr S's claim. Based on Mr S's description, L estimated the retail value of the remaining pieces of jewellery at over £20,000.

Mr S explained that he'd inherited most of the stolen jewellery from his late mother. She had lived overseas and bought the jewellery there many years ago, so he didn't have receipts or any other paperwork for these items. However, he gave L two photos showing his mother wearing some of the jewellery.

AXA didn't accept the claim for the remaining items. It said, in summary:

- The onus was on Mr S to prove he owned the jewellery.
- He said his late mother didn't leave a will and he didn't have any other paperwork for the stolen items.
- It wouldn't cover the stolen items if he couldn't prove he owned them.
- If Mr S had any photos of his mother wearing the jewellery it would consider these.
- It offered him £25 to apologise for delays responding to his complaint.

Mr S didn't accept this and brought a complaint to this service. In summary, he says:

- AXA made the claim process "*very difficult*" and "*continually changed its stance*".
- It kept changing what it needed to validate the claim, different claims handlers asked for the same information, and there were ongoing delays in the process which left him chasing for updates.
- He spent a lot of time providing L with detailed descriptions of the stolen jewellery to help value this, only for AXA to ask for receipts and other documents to prove he owned them.
- AXA paid only the original cost for some items, not the replacement cost.
- It refused to pay out for an item that was gifted to him for which he didn't have a receipt.
- He gave AXA photos of his late mother wearing some of the jewellery, but it refused

to accept this as proof of ownership.

- Most of the stolen items were bought overseas many years ago – mainly in the 1960s – and he didn't have any paperwork for them.
- He believes AXA had "*no intention*" of paying the full claim and "*tried every tactic*" to avoid paying for his mother's jewellery.
- AXA's handling of the claim had a "*very traumatic and adverse impact on my health.*"
- He wants AXA to pay the claim for the stolen jewellery and compensate him for the inconvenience and impact on his health.

Our investigator recommended that Mr S's complaint should be upheld in part. Following this service's involvement, AXA agreed its settlement for Mr S's jewellery was based on the receipt value rather than replacement cost. Our investigator asked AXA to reassess this part of the claim. He also thought its handling of the claim had caused Mr S distress and inconvenience. He recommended AXA pay Mr S £100 to reflect this.

However, he didn't think it was unreasonable for AXA to ask Mr S to show he was the sole owner of the jewellery. As a result, he didn't think its decision to decline the majority of the claim was unfair.

Mr S disagreed with our investigator, so the case 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.

AXA declined the claim for nine items – eight pieces of his late mother's jewellery (a gold necklace with pendant, a gold ring, six gold bangles), plus an ornament that was a gift – because it said Mr S didn't provide adequate proof of ownership.

Page 59 of the booklet (*'Claims'*) sets out what a policyholder must do after making a claim:

*"It is your responsibility to prove any claim. To help prove your claim we may require you to provide the original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys or plans and deeds of your property or any other documents we may reasonably require."*

The need to provide proof of ownership is a fairly standard condition in contents insurance policies. I don't think it was unreasonable for AXA to ask Mr S to provide evidence he owned around £20,000 worth of jewellery.

Our approach, generally, is that we don't think it's fair for an insurer to insist on proof of purchase for absolutely everything that is being claimed for. That's because not even the most diligent of policyholders can provide a receipt for everything they own. So we'd expect an insurer to consider other evidence to show Mr S owned these items. I think that's reflected in the policy term above.

I also think AXA recognised the difficulty in this case. Its internal note on 5 February 2024 said: "*It is not uncommon for people to inherit family members items of jewellery following their passing and it is not unreasonable to suggest there was no paperwork with the items of jewellery, so I don't feel this is a concern which requires investigation. The onus is on our insured to support their claim and provide necessary documents in order for us to validate the claim.*" I think that's a fair summary.

But in this case Mr S was only able to provide two photos of his mother wearing the jewellery, one of which AXA thought too “*grainy*” to show the pieces in sufficient detail. And he hasn’t been unable to provide anything to show he inherited the jewellery. I think AXA explored ways he might have been able to prove ownership. For example, it asked him if his mother had left a will or any other legal documents in relation to his mother’s estate. I think that was reasonable. It might also have asked if Mr S ever had the items valued or cleaned, and if he had a receipt for this.

I understand that the burglary will have been extremely distressing for Mr S. And I know the stolen jewellery held a huge amount of sentimental value for him. However, I find that Mr S was only able to offer one useful photo to validate his claim. Given the circumstances, I don’t think it was unreasonable for AXA to decline the claim. If Mr S is able to provide further evidence that he owned the jewellery, I’d expect AXA to reconsider the claim.

Finally, I agree with our investigator that some of AXA’s handling of the claim was poor. For example:

- I think AXA might have been clearer that it needed proof of ownership at the start of the claim. As a result, Mr S spent a lot of time describing the items to L, and looking for photos of his mother wearing the jewellery, when AXA wouldn’t accept this evidence to accept the claim.
- It took over seven months for AXA to decline the claim. While some of this was waiting for Mr S to provide evidence to support his claim, I think there were several avoidable delays communicating with him.
- AXA settled part of the claim incorrectly. While I’m pleased it has agreed to review this, I don’t think this should have happened.
- He was given two different references for his complaint about the claim. This caused obvious confusion.

While I think the extremely distressing circumstances surrounding the claim – the burglary and the loss of sentimental items – were outside AXA’s control, I think its handling of the claim added to Mr S’s distress. I don’t think our investigator’s recommendation is adequate in this case. I think AXA should pay Mr S £200 to reflect this.

### **My final decision**

My final decision is that I uphold the complaint and order AXA Insurance UK Plc to pay Mr S £200 to reflect the distress and inconvenience its handling of the claim caused him.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S to accept or reject my decision before 2 July 2025.

Simon Begley  
**Ombudsman**