

The complaint

Miss F and Mr M complain about how AXA Insurance UK Plc handled a claim made on their commercial property insurance policy.

Reference to AXA includes its agents.

For ease of reading, I'll refer to Miss F alone throughout the body of this decision.

What happened

Following damage to one of their properties, Miss F made a claim on her commercial property insurance policy.

Miss F complained about the progress of that claim. And AXA, and this service, looked into that complaint. Nothing considered in that complaint will be revisited in this decision.

Following that previous complaint, Miss F was unhappy with the progress, or lack thereof, of the claim. So, she made a further complaint. She's unhappy AXA still hasn't paid her claim and said she needs to provide more information to show when the damage occurred. She thinks AXA should either make a decision based on the information available to it already, or, it should do more to find the information it says it needs.

AXA didn't uphold Miss F's complaint, so, she brought it to the Financial Ombudsman Service.

Our Investigator didn't recommend it be upheld. He thought AXA's stance on the claim was reasonable. He thought it was entitled to ask for the information it was asking for to determine when the damage was caused, because this directly affected whether the policy provided cover for it. He thought AXA had done what we'd expect it to at this stage and didn't think it had delayed the claim further (since the previous complaint was concluded in May 2024).

Miss F didn't agree and asked for an Ombudsman's decision. She thinks there's enough information on file already for AXA to see when the damage occurred.

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'm not upholding it. I'll explain why.

I'll not be commenting on every bit of evidence we've been sent, or every argument raised. Instead, in line with our role as an informal service, I'll keep my findings brief and focus on the issues I consider to be key.

Here, ultimately, I'm satisfied the information AXA asked of Miss F was reasonable. It's entirely reasonable it wants information to substantiate when the damage occurred. It's said

this directly relates to whether cover is provided by the policy. And I'm satisfied that's reasonable.

The policy doesn't provide cover for damage "*caused deliberately or recklessly by You, Your guests or anyone living at the Insured Address.*" So the timing of when the damage occurred is relevant to whether cover is available under the policy.

Similarly, AXA has said information around when the damage occurred could affect whether it thinks the risk was fairly presented to it when the policy was taken out/renewed. I'm satisfied that's reasonable.

I understand Miss F thinks AXA can determine all this from information already provided. But I'm satisfied AXA is entitled to not pay the claim at this stage. It's said if more information is provided, it'll review its position. That seems reasonable to me.

Ultimately, it is for Miss F to evidence she has a valid claim covered by the policy. If she does that, it's then for AXA to either pay the claim, or demonstrate why it need not do. At this stage, the burden of proof still lies with Miss F, to evidence she has a valid claim. AXA has said what she needs to provide to evidence this.

I understand Miss F thinks AXA should do more in relation to police reports and evidence supporting her claim. But AXA has explained why it can't get more information on this, and I'm satisfied that response is reasonable. I understand Miss F disagrees. But as set out, ultimately the information is her responsibility to provide, not AXA's to obtain.

Like our Investigator, I find this stance was made clear to Miss F in May 2024. Since then, AXA has made attempts to obtain the information by other means, but it's not been able to. But, because this information was for Miss F to provide, I don't find it reasonable to attribute any lack of progress on the claim from this point to AXA.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F and Mr M to accept or reject my decision before 7 January 2026.

Joe Thornley
Ombudsman