

The complaint

Mrs T complains that AXA Insurance UK Plc has caused delays with a claim on her home contents insurance and failed to settle the claim fairly.

Where I refer to AXA, this includes its agents and claims handlers acting on its behalf.

What happened

Mrs T made a claim on her home buildings and contents insurance policy, which is underwritten by AXA, following an escape of water that caused a lot of damage at her home. The property had to be stripped out and dried before repairs could be carried out.

She was unhappy with the way the buildings claim was dealt with and complained about that. A settlement was later agreed so Mrs T could proceed with the repairs.

I issued a final decision on the complaint about the buildings claim, awarding compensation in relation to the impact on Mrs T of delays with that. This complaint is about further delays since then in relation to the contents claim.

Some of the contents were put into storage. Mrs T was unhappy with the storage arrangements, and said many of the contents were damaged beyond repair.

AXA said the contents had all been stored correctly and (other than a small number that had been damaged) could be returned to Mrs T, but she wasn't willing to accept them.

When Mrs T referred the complaint to this Service, our investigator said she didn't think the storage arrangements were unreasonable, or that AXA was responsible for any avoidable delays.

Mrs T disagrees and has requested an ombudsman's 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; support a policyholder to make a claim; and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

The policy includes cover for the damaged contents. The issues I need to determine are whether AXA has delayed dealing with this and whether the contents have been damaged whilst in storage, as Mrs T claims.

AXA accepted that a small number of items were assessed as damaged beyond repair, and made an offer to Mrs T in respect of those, based on an inventory provided by the storage company and costs presented by a loss assessor on behalf of Mrs T. It says the other contents have all been kept suitably protected in storage.

AXA has provided evidence showing the contents have been professionally assessed by three different parties. Looking at the various reports and photographs that have been provided I don't think the storage conditions are unreasonable. Mrs T says some items were left in the house, which was damp, but AXA has explained that these were in bedrooms that were not affected by damp, and where Mrs T had already put some items.

As Mrs T is claiming the items have been damaged beyond repair, it's for her to provide evidence of the damage. She has provided photographs but I'm not persuaded by these that the contents have been damaged beyond repair. On balance, I'm satisfied AXA made appropriate arrangements for storage and Mrs T hasn't shown these arrangements led to the majority of her contents being damaged beyond repair.

She has also said her belongings have become damp and mouldy, and if they are returned to her this will affect a health condition she has. But I haven't seen any medical evidence confirming this.

With regard to the time taken to deal with the claim, it did take around three months for an offer to be made in relation to the contents. But there are a substantial number of items that needed to be assessed and valued before an offer could be made.

Since then, there has been a detailed review of the storage arrangements and the condition of the items which, as I've said, have been checked by different people. And more recently, the delay in settling the claim has been as a result of Mrs T not wishing to accept the return of the items. I don't consider AXA has caused unreasonable delay overall.

I appreciate the original incident was some years ago, and the claims process was very difficult for Mrs T. I directed AXA to pay some compensation for issues highlighted in the previous complaint. But in relation to this complaint I don't think Mrs T has shown AXA to be at fault.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 5 August 2025.

Peter Whiteley
Ombudsman