

The complaint

Ms M has complained about her tenants' contents insurer AXA Insurance UK Plc because it has refused to settle with her for a kitchen in an outbuilding damaged by a fire.

During the claim and complaint Ms M has been represented by a company K. For ease of reading in this decision, I'll only refer to Ms M, with any comments of K being taken as Ms M's own.

What happened

Ms M rents her home from her mother. There was a second kitchen in an outbuilding at the property. There was a fire and the contents of the outbuilding, including the fitted kitchen, were severely damaged and/or destroyed. Ms M made a claim to AXA.

Regarding the kitchen Ms M explained that she had installed the second kitchen shortly after moving into the property in 2017. She felt her policy with AXA reasonably gave her cover for the kitchen as a tenant's fixture or fitting. AXA didn't dispute the cover the policy would, theoretically, provide. However, it had concerns that Ms M couldn't evidence having fitted the kitchen. Ms M provided a statement from her mother which confirmed her mother hadn't fitted the kitchen. AXA wasn't prepared to accept that as evidence that the kitchen was a tenant's fixture or fitting which it should reasonably reimburse Ms M for under the policy.

Ms M complained to the Financial Ombudsman Service. When AXA was contacted about the complaint it said it remained of the view that the statement from Ms M's mother was not sufficient but it did think it should have made further enquiries. It said it would like to offer to do so now and pay Ms M £150 compensation for being too premature in reaching its decision on the claim.

Our Investigator put this offer to Ms M. She wasn't inclined to agree to it. Our Investigator considered Ms M's response and then set out to both parties why he felt AXA's offer, in the circumstances here, was fair and reasonable.

Ms M said she felt it was too late now for AXA to do what it should have done before. She felt AXA had made its decision and the outcome of the complaint should then be that it should be made to accept the claim for the kitchen given the statement she's provided from her mother about its ownership/installation. She maintained that giving AXA another chance would not be fair.

The complaint was referred for 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.

Having done so I find I agree with the outcome set out by our Investigator. In short I'm satisfied that AXA's offer to complete further claim investigations, along with paying £150 compensation, is fair and reasonable.

As our Investigator explained, each complaint reviewed by this Service is considered on its own merits. I know that during the course of the complaint Ms M has suggested her complaint outcome should resemble decisions issued by this Service in other cases. But as our Investigator has explained, the examples put forward by Ms M as being similar, and therefore showing outcomes which would be fair in Ms M's complaint, have been reached in respect of very different circumstances. Not least one example was about car insurance.

The key circumstances of Ms M's claim and complaint are that she is a tenant with a policy covering her for her contents items, which the policy explains includes *her* fixtures and fittings. So Ms M, as a claimant under the policy, in the first instance, has to be able to show AXA that she is claiming for something she is entitled to claim for. Ms M says she purchased and had the kitchen fitted. But she hasn't, to date, been able to show any paperwork to evidence that purchase of goods and services. She has been able to provide a statement from her mother as landlord of the property.

I can see why AXA initially had some concerns about this as the only proof that the kitchen was purchased and installed by Ms M. I can see why, as of the date AXA issued its final response letter on Ms M's complaint, it felt it was reasonable to decline the claim for the kitchen based on Ms M not having reasonably evidenced that it was her fixture or fitting. Essentially Ms M's mother is not an impartial witness, not in the same way a landlord who only has a professional landlord/tenant relationship with a tenant would be impartial.

Now, whether that evidence, when taken alongside other details which may have been uncovered if AXA had made reasonable enquiries, would be enough to satisfy AXA as to 'ownership', is a different question. I find I agree with AXA that it should have undertaken further investigations rather than just declining the claim. It was up to Ms M, in the first instance to show she was reasonably entitled to claim under the policy – but it's also fair to say that she might not be aware of what detail she might be able to provide which would satisfy AXA of her right. That is where AXA's expertise as an insurer comes in, or should have come in. It is to AXA's credit, in my view, that it has recognised a shortcoming in its investigations and put forward an offer to put that right.

AXA could, instead, have stood by its complaint response. And I note Ms M has requested that this Service holds AXA to that position. However, were I to do that, and if my decision were that AXA's position regarding its decline based on the statement being the only proof of ownership was reasonable, then both the claim and Ms M's complaint about the claim outcome would be at an end. Whereas AXA's offer presents Ms M with a second chance to evidence her ownership of the kitchen, with the added assistance of AXA undertaking further investigations. I would struggle to say that does not present a fair outcome for Ms M in the circumstances here. And it is not unusual for me, in some circumstances, where no offers of further investigations by an insurer have been made, to decide that the fair resolution for a complaint is to direct the insurer to do exactly that.

The offer from AXA to review the claim by undertaking further investigations came alongside an offer of compensation. AXA's error here was in not undertaking those investigations at an earlier time. Undertaking them now puts Ms M back in the position she should always have been in – those enquiries being completed and her claim decided in light of evidence found. But that doesn't make up for any upset the failure to look into this earlier caused – that is handled by compensation. AXA has offered £150 in that respect.

I note Ms M has been represented by a professional throughout this claim. I'm mindful that the claim (for the kitchen) was declined by AXA with it having only undertaken minimal enquiries. I appreciate that decline, based on limited information was likely upsetting for Ms M. The sum of £150 is what I'd reasonably expect an insurer to pay to make up for the type of distress and inconvenience caused to Ms M in this instance.

My final decision

I'm satisfied AXA Insurance UK Plc failed Ms M but that the offer it has put forward to resolve matters – reconsider the claim by undertaking further enquires and paying £150 compensation – is fair and reasonable. I require AXA Insurance UK Plc to provide that resolution to Ms M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 24 December 2025.

Fiona Robinson
Ombudsman