

## **The complaint**

Mr B complains that AXA Insurance UK Plc hasn't fairly settled a claim under his home insurance policy.

## **What happened**

Mr B had a home insurance policy with AXA. In early 2021, he made a claim for damage caused by a leak.

Between 2021 and 2024, various elements of Mr B's claim under his buildings and contents cover were agreed, settled and paid. This included £500 that AXA paid for a damaged rug based on what Mr B said and without further validation.

In July 2024, Mr B told AXA two pieces of his leather sofa set developed mould, due to the insured event, and that he'd disposed of the damaged pieces. He told AXA he'd purchased the sofa abroad and transported it to the UK.

In November 2024, Mr B also said he incurred increased utility bills when he took steps to dry the home himself (utility costs). He sent AXA a bill from 2024, but it said this was not relevant to the period in question.

After Mr B complained, AXA issued a complaint response in January 2025. It said it had paid for some of the other items Mr B had raised, but it would review the matter of his drying costs. And it asked him to provide evidence for the sofa, such as proof of purchase, or shipping documents.

Following this, AXA paid Mr B the costs he claimed for the heating equipment he said he'd purchased, including gas bottles and refills. Mr B still wanted his increased utility costs paid, along with payment for the damaged sofa and an increased payment for the rug.

AXA issued another complaint response in May 2025. It said it needed more evidence to consider Mr B's increased utility costs. It said it had paid £500 for the rug in good faith, but there wasn't enough evidence from Mr B to support his claim it cost more. It also said it needed further evidence for the sofa.

Mr B referred his complaint to the Financial Ombudsman Service. He said the three items outlined above, namely the utility costs, rug and sofa, remained unpaid, or unpaid in full.

During our investigation, AXA told our service it can't be sure of the condition of the sofa at the time of the original claim. It said it wouldn't have expected the damage reported on a leather sofa, and because Mr B had disposed of the sofa, it couldn't validate that part of the claim at all.

The Investigator didn't uphold the complaint. They said because Mr B hadn't provided further evidence on the cost of the rug, the £500 AXA had paid was fair. They also said Mr B hadn't provided sufficient evidence to show the sofa was damaged by or as a result of the insured peril (from 2021), so it was fair for AXA to refuse to pay for this without further evidence.

Finally, they said the bills from 2024 that Mr B sent to AXA, weren't sufficient to show the increased utility costs he said he incurred, so it wasn't unreasonable for AXA to request further evidence to consider further payment.

Mr B sent some further pictures, specifically of the sofa labels and the damaged rug, but the Investigator said this wasn't sufficient to show the sofa was damaged by the insured peril, or the value of the rug.

Mr B didn't agree with the Investigator's outcome. He said he still had the undamaged sofa sections and had disposed of the damaged items because AXA said it would collect them and didn't.

### **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.

Mr B has provided a lot of information in support of his complaint. I assure Mr B that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

I've reviewed the terms of Mr B's policy, from when he made the claim. And I can see that Mr B was required to report any loss or damage to his contents as soon as he can, and provide AXA with evidence it asks for, such as purchase receipts and invoices. Finally, the terms say Mr B must not dispose of damaged items as AXA may need to see them. I've kept this in mind when reviewing Mr B's complaint.

#### *Utility costs*

Mr B said he incurred increased utility costs because he took steps to dry his home. I can see he emailed AXA in July 2022 to say he had to take steps to dry his home by heating it for ten weeks.

Given Mr B's email, I think it's clear the drying took place on or before July 2022. It follows, that the increased utility costs were incurred around that time too. But I've not seen evidence to show Mr B sent AXA his bills from that time. The information I've seen suggests Mr B only sent AXA his bills from 2024. But I can't see that this alone would show AXA how much more he paid when he dried his property in 2022 or before. So I don't think it's unfair for AXA to request this information before it considers any payment. It follows that I won't direct AXA to make any payment for the increased utility costs.

#### *Rug*

AXA hasn't disputed Mr B's rug was damaged. In fact, it agreed to pay £500 for the rug, without requiring Mr B to provide any further proof. Mr B claims it would cost more to buy a like for like replacement, but I can't see that he's provided enough evidence to show the cost of his rug, or the likely cost to replace it. I don't think this is demonstrated by the photos he's sent. So I can't say what AXA has paid is unfair. It follows that I won't direct AXA to make any further payment for the rug.

#### *Sofa*

Having reviewed the information, I can see Mr B only informed AXA about the damage to the sofa around July 2024. This is despite the original leak having occurred in 2021, and steps having been taken to complete drying before July 2022.

Given the length of time since the initial leak, and since the property was dry, I think it's fair for AXA to have concerns about whether damage was caused to the sofa by, or as a result of the insured event. And because Mr B has disposed of the damaged sections, I think AXA has been deprived of the opportunity to inspect the damage. Mr B said he disposed of items, including the damaged sofa, because AXA said it would collect them and didn't – but I've not seen sufficient evidence to persuade me this was the case.

Mr B says AXA's agent should have listed the sofa damage on their first attendance, but I think it's more likely than not the agent would have listed the damage if they noted it, or if Mr B brought any such damage to their attention. So I'm not persuaded there was damage to the sofa caused by the leak. And I don't think this is demonstrated by the photos Mr B has sent. It follows that I won't be directing AXA to make a payment for the sofa in the circumstances.

Overall, for the reasons outlined above, I don't think AXA acted unfairly in asking Mr B to provide further information on the outstanding elements of his claim outlined above. And because I don't consider Mr B provided AXA enough information to substantiate his claims, I don't think AXA has acted unfairly in not making any further payments. It follows that I don't uphold Mr B's complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 March 2026.

Monjur Alam  
**Ombudsman**