

The complaint

Miss G complains about AXA Insurance UK Plc's handling of two claims she made under a home insurance policy.

All references to AXA include its agents.

What happened

Miss G had a home insurance policy with AXA, covering her contents.

In October 2022, she made a claim for her laptop, after it suddenly stopped working. And in February 2023, she made a claim for her oven, after she said it was left on overnight, and stopped working properly.

AXA was unable to contact Miss G to progress the claims initially, but in around November 2023, Miss G made contact and AXA arranged inspections of both items.

Following the inspections, and further communication with Miss G, AXA declined the claims in March 2024. It said there was no evidence the damage to the items was caused by an insured peril.

Miss G complained to AXA. She felt strongly the damage to both items was covered under the policy. Her concern with the laptop was its sudden internal failure. And she didn't accept the oven was damaged by wear and tear as AXA suggested. She also said AXA's agent acted unprofessionally when it asked her to call AXA to cancel or reschedule appointments.

AXA issued a complaint response in May 2024. It relied on its Engineer reports to decline the claims on the basis the damage wasn't caused by an insured peril. It accepted its supplier's actions fell short of the expected standards. And it accepted it had delayed the complaint response. So overall, it paid Miss G £50 compensation.

Miss G referred her complaint to the Financial Ombudsman Service. She said AXA had mishandled both claims and she wanted it to replace her items.

The Investigator didn't uphold the complaint. They said AXA fairly declined both claims, on the basis there was no evidence of an insured peril causing the damage, along with evidence of wear and tear in relation to the oven. And they said the £50 compensation AXA paid for the poor service and delays was fair.

Miss G didn't agree. She said she didn't know what caused the laptop failure, and the oven was new and well maintained, so couldn't have been damaged from wear and tear. She also said it was unfair for AXA to rely on delays to decline the claims, and it hadn't made reasonable adjustments for her in her circumstances.

Because the complaint couldn't be resolved, it's been passed to me to decide.

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.

This decision concerns Miss G's complaint about AXA's handling of her laptop and oven claims. If Miss G has concerns about any other claims AXA handled, she will need to raise this directly with AXA.

It's important to explain we aren't technical experts. Instead, we rely on the evidence provided by both parties. Where there is conflicting information or expert evidence, we consider which evidence is more persuasive, on balance, to reach an outcome which is fair and reasonable in all the circumstances. That's what I've done here.

My role isn't to decide the claims or decide what caused the damage to Miss G's items. My role is to decide whether AXA acted fairly and reasonably in deciding the claims, and in doing so, I've considered the evidence it relied on and the conclusions it reached.

Miss G's policy is a perils-based policy. It covers damage caused by specific insured events (perils) only. This means the onus is on Miss G, as the policyholder, to show she has suffered a loss (damage), which has most likely been caused by an insured event. And if the cause of the damage is not an insured event, as defined by the policy, then the damage is not covered.

An item suddenly not working, on its own, is not an insured event covered by Miss G's policy. What it does cover is accidental damage. And accidental damage is defined as "*Sudden, unintentional and unexpected physical damage caused by an identifiable external means*". So I've considered whether Miss G has shown the damage claimed for was likely caused by accidental damage as defined under the policy.

Laptop

I've reviewed Miss G's comments about the laptop damage. She said it just suddenly stopped working. She said she was concerned about sudden internal failure. Ultimately, she's said she doesn't know what caused the laptop failure as it functioned for an extended period after previous incidents like water spills and drops.

With the above in mind, I'm not persuaded Miss G has shown there was sudden damage caused by an identifiable external means. This means she hasn't shown the damage was caused by an insured peril. It follows that I consider AXA acted fairly in declining this claim.

Oven

Miss G said the oven was damaged after it was accidentally left on overnight.

In reviewing the damage, AXA arranged for an inspection by an Engineer. I've reviewed the Engineer's report and I can see they concluded the damage was not consistent with the reasons Miss G provided. Instead, they concluded the damage present was caused by wear and tear. And damage caused by wear and tear isn't covered under the policy.

I appreciate Miss G's comments on the age and condition of the oven, but given the report was compiled by an Engineer, following an inspection of the damage, I consider their comments to be persuasive in the circumstances. So I don't think AXA acted unfairly in relying on their comments to decline the claim.

Delays and reasonable adjustments

Miss G said AXA failed to make reasonable adjustments, but she's not outlined what adjustments she'd asked for, that were refused.

Instead, what I've seen is that AXA agreed to progress both claims despite the delays between when damage was first noticed, when the claims were first reported and when Miss G made further contact to allow the inspections. So I think AXA acted fairly, and I don't agree with Miss G that it relied on delays to decline the claims.

In addition to the above, I can see AXA allowed Miss G more time to respond on a number of occasions, in recognition of her circumstances, including her health. I can see it also agreed to send her hard copies of communication when she requested this.

So overall, I've not seen evidence to persuade me AXA acted unfairly in declining the claims, or that it failed to make reasonable adjustments in the circumstances.

Compensation

AXA accepts there were failings by its agents, including the poor service it provided, as reported by Miss G. And it accepts it took an unreasonable amount of time to respond to Miss G's complaint. So it's right for AXA to compensate Miss G for this. But I find the £50 AXA already paid her is fair and reasonable in the circumstances, so I won't direct it to do anything else.

Finally, Miss G said she's willing to pay for a further inspection of the laptop. Miss G should discuss this directly with AXA in the first instance. But as it stands, for the reasons outlined above, I don't find AXA acted unfairly in declining the claims.

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 Miss G to accept or reject my decision before 14 May 2026.

Monjur Alam
Ombudsman