

## The complaint

Mr A has complained about his home insurer AXA Insurance Designated Activity Company because it avoided his policy back to its 2024 renewal and, by association, declined a claim he made to it just after the policy had renewed (in 2024).

## What happened

Mr A had a policy with AXA which began in 2023 and renewed at one minute past midnight on 16 December 2024. On 3 January 2025 Mr A made a claim to AXA reporting the basement of his home had flooded. AXA recorded the date of loss as 16 December 2024, although its loss adjuster recorded, in its subsequent 14 January 2025 report, that “standing water” had first been noted on 15 December 2024.

In March and April 2025 AXA told Mr A that it was treating the policy as void from the 2024 renewal and wouldn't be dealing with the claim (which had been made under the 2024 policy). AXA then issued a final response letter (FRL) to Mr A in June 2025.

AXA, in its FRL, set out a list of County Court Judgments (CCJs) logged against Mr A, his wife and a limited company he had been a director of. It also referred to a High Court Judgment and that Mr A had confirmed there was an outstanding debt which he was in the course of repaying. It said it believed that debt/repayment was linked to one of the listed CCJs (logged against him). AXA said if Mr A had provided a full and honest disclosure of these facts at renewal, it wouldn't have offered cover. It said it was reserving its rights as to a fact Mr A had shared with it during its enquiries into his finances – that he did not own the insured property.

Mr A was unhappy with AXA. He complained to the Financial Ombudsman Service. Amongst other points Mr A said AXA, in avoiding the policy, had sought to rely on a question asked in its Statement of Fact about CCJs – but this was not the question he was asked in 2024 by the broker. Mr A provided a copy of a call recording where the broker asked him to confirm he'd “never been declared bankrupt, been subject to bankruptcy proceedings or had any arrangements with creditors”. He said he'd correctly answered no to that question.

During our investigation, AXA accepted that the above quoted statement was very close to what it had expected the broker to ask and answer (close enough to make no difference). It acknowledged it was materially different though to the question on the Statement of Fact. But it maintained Mr A had given an incorrect answer to the question he was asked – that he was wrong to say his answer had been correct. AXA said that was because Mr A, it thought, had clearly made arrangements with creditors. It maintained that had it been given a correct answer, it wouldn't have offered cover.

Our Investigator was ultimately satisfied that AXA had expected a clear statement to be answered. Also that Mr A had given an incorrect answer when he said “no” he had never had an arrangement with creditors. He was satisfied AXA had fairly and reasonably avoided the policy to the renewal date of 16 December 2024. Noting the relevant legislation allows an avoiding insurer to refuse all claims but requires reimbursement of any premium (for a careless act) which AXA had done, he was satisfied it had acted fairly and reasonably.

Mr A was unhappy with the outcome. He made a number of points in reply, which I'll summarise as:

- The question about creditor arrangements had not been relied upon by AXA when initially avoiding the complaint – so it shouldn't be allowed to rely on it.
- We had unfairly introduced evidence and an argument about one particular financial arrangement – given AXA had not relied on this we shouldn't have.
- A call recording between himself and AXA should be dismissed and not relied upon because AXA had not informed him he was being recorded.
- He was vulnerable at the time of that renewal, having been undergoing treatment for a significant health condition and experiencing symptoms "indisputably" (he said) including "brain fog".
- He has no arrangements with creditors.
- He understands an arrangement with a creditor to be something formal like an IVA (Individual Voluntary Arrangement), which he did not have.
- In any event the arrangement he had spoken to AXA about, wasn't an arrangement about a debt due following a CCJ, it was just him paying off a personal loan.
- Having accepted that cover was in place for the year 2023, AXA's argument – that it wouldn't have offered cover in 2024, for the same risk in the same financial circumstances – is flawed and shouldn't be relied upon.
- As AXA is adamant it is only avoiding to the 2024 renewal (when really Mr A said avoidance should be to inception, which was 2023), then it must consider the claim because the loss occurred in the 2023 policy year.
- AXA, Mr A noted, has reserved its rights, and therefore not offered a liability answer on an "insurable interest" issue, regarding ownership of the property. He believes it has had the full chance to raise any issues in this respect if it had wanted to and its reservation of rights should, therefore, be found to be unfair.

The complaint was referred to me for an Ombudsman's decision. Having reviewed matters I was minded to think AXA's act of avoiding the policy was fair, even if its reason for doing so initially was not entirely correct. So to further explain that and cover off some other issues raised by Mr A in response to our Investigator's view, I issued a provisional decision. My provisional findings were:

*"AXA's reason for avoidance"*

*I acknowledge that, during the period AXA was making its decision to avoid the policy, up to and including issuing its FRL, it was focussing on Mr A's answer to a question he had not been asked. That's far from ideal and AXA should know that this Service, for a matter of misrepresentation would expect it to consider the question the prospective or renewing policyholder or their agent, was actually asked to answer. Which might not be the question included on the policy documents.*

*With that noted though I'm also mindful that AXA, when considering whether or not to avoid the policy took into account a number of details about Mr A's financial history. And when it issued its FRL it referenced the payment arrangement Mr A had told it about in respect of one CCJ. In that FRL AXA said it wouldn't have offered cover if a full and honest disclosure of Mr A's financial history had been given. And that is still, taking into consideration the*

question Mr A was actually asked, and in respect of the same financial detail considered, AXA's position on avoidance.

*I also bear in mind that it was Mr A that highlighted the question he was actually asked by his broker – which AXA had expected the broker to ask. And it was Mr A's argument that he had answered that question correctly – so he hadn't misrepresented his financial history to AXA. That was, in fact a central argument of the complaint Mr A made to this Service.*

*Having considered the full circumstances, I am satisfied that, on this occasion, it is fair and reasonable that AXA's position on avoidance is considered in the light of the question Mr A actually answered, and the answer he gave. So that is what I have done.*

#### AXA's call recording

*I am satisfied that it is fair for me to consider this recording. Mr A says he was not told he was being recorded. I haven't checked with AXA if that is the case. The call recording only starts from a point where Mr A is transferred to a claims handler. I'm mindful that messages about calls being recorded are often included by insurers within automated hold messages. So just because the claim handler doesn't say anything to Mr A about the call being recorded doesn't mean he was not told it would be.*

*In any event, what is important for me when considering a complaint which includes a call recording is whether the parties to the recorded conversation have had a chance to hear what was recorded and respond to it. As that has happened here I'm satisfied its fair and reasonable for me to take the call recording into consideration. So I've done so.*

#### Mr A's health

*I note what Mr A says about his health at the time of the renewal. But I also note that he has not provided any medical evidence to show how he was suffering and the symptoms he's said he was experiencing. I'm also mindful that Mr A did not initially tell AXA that he had answered the question asked of him as he did because he was uncertain or mistaken due to his (then) recent health issues. Rather Mr A maintained that he had answered the question asked of him correctly. So I'm not currently persuaded that, if Mr A gave an incorrect answer, he did so because of a medical reason.*

#### The answer Mr A gave

*If a prospective policyholder makes a mistake or fails to answer an insurer's question when applying for a policy, this is known in the insurance industry as a misrepresentation. A misrepresentation can have serious consequences for both parties. So there is legislation which set out the rights and obligations of both parties regarding policy applications – the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA).*

*CIDRA requires a prospective policyholder to take reasonable care to not make any misrepresentation to the insurer when applying for cover. If a misrepresentation is made which is a qualifying misrepresentation then the insurer will be allowed to take certain action.*

*Whether or not a misrepresentation is seen to be a qualifying one depends on two things. First, did the prospective policyholder take reasonable care when they gave the answer they did. Second, can the insurer show that if correct/full detail had been, it wouldn't have entered into the insurance contract, or it would but only on different terms. What the insurer would have done is often a matter of fact – and I have seen evidence in that respect here. Whether the prospective policyholder took reasonable care will depend in part on whether the*

question asked by the insurer was clear and/or specific enough to elicit from the reader what it really was the insurer wanted to know.

The question AXA expected Mr A/his broker to answer was worded slightly differently to the statement the broker asked Mr A to agree to. I'm satisfied the difference, in this situation, for the purpose of my consideration of the complaint against AXA, isn't material but I explain it here for clarity. AXA expected the broker to ask Mr A – have you “ever been declared bankrupt, been subject to bankruptcy proceedings or had any arrangements with creditors”. The broker commuted that question into a statement asking Mr A to confirm “he had never been...”. To which Mr A said “no”, he had not.

Setting the ‘correctness’ of Mr A’s answer aside for a moment, AXA has said that if its question had been answered positively, no cover would have been given, but a negative answer – ‘no, I haven’t ever been’ – would have generated an offer of cover. And I’m satisfied that an answer of ‘no, I haven’t ever been’ is the same as ‘no, I’ve never been’, which is exactly what Mr A told the broker. With that negative answer then being passed to AXA and causing it to offer cover.

I have to consider then whether it was reasonable for Mr A to say he had never, or hadn’t ever, been declared bankrupt, been subject to bankruptcy proceedings or had arrangements with creditors. There is no issue to do with bankruptcy or related proceedings here. So I’m satisfied Mr A’s answer to that part of the question was reasonably given. The issue for consideration is “arrangements with creditors”.

I’ve considered Mr A’s comments that as the statement gave no definition of what “arrangements” AXA might want to know about, he understood it would be formal debt arrangements such as IVAs. However, I note he has only recently put that argument forward. When he initially brought his complaint to this Service, highlighting the question asked, he said he had answered it correctly because he had never faced any bankruptcy issues. He was silent in respect of creditors arrangements. So that suggests to me that, at the time the statement was put to him, he did not really think about creditor arrangements at all – because he didn’t readily volunteer a reason, when making his complaint as to why he had said ‘no’ about that part of the question.

In any event, I’m satisfied that the statement was reasonably clear about the important facts AXA wanted to know about. The request for detail about creditor arrangements was made as part of a statement (or question) about finances, particularly debt. The first part AXA asks about is bankruptcy, only moving on to creditor arrangements at the end. I think a reasonable person being asked to agree to that statement would understand that AXA wanted to be told about arrangements in place with creditors about outstanding, unresolved debts.

From everything I’ve seen and heard, I’m satisfied that Mr A, at renewal in 2024, had such an arrangement in place. In the call with AXA in March 2025 Mr A and AXA’s claim handler were discussing the CCJs AXA had found related to Mr A. AXA’s claim handler identified a CCJ logged against Mr A from September 2023 at a value of £48,949. Mr A acknowledged that and said it’s regarding “W”. A minute or so later in the call, the claim handler asked Mr A if there are any unsatisfied judgments against him. Mr A said: “I have one which is, that forty odd thousand, is um, a thing I’m paying off on a monthly basis, there’s a settlement agreement made on 11 of the third 24 and I fully complied with that and I continue to pay it off”. Mr A then confirms when asked that the creditor is “W”, who had given him (Mr A) a personal loan.

I note that in reply to our Investigator’s view Mr A said; “The payments I was referring to during the telephone call... were made prior to any CCJ and relate to repayment of a

personal loan.” I’m not persuaded this more recent comment from Mr A can reasonably be relied upon. It was given about eight months after the recorded discussion with AXA, with that discussion having taken place at a point before AXA took the evidence it had gathered into account and decided to avoid the policy. As such I find it most likely that the detail Mr A gave freely in the call with AXA in March 2025 is most likely to reflect Mr A’s true understanding of the payments he is making to creditor W.

I’m satisfied that a person making payments, following a CCJ and settlement agreement, to a creditor to satisfy a debt, is exactly the type of arrangement AXA expected to be told about. I’m satisfied that if Mr A misunderstood this, and assumed AXA was only looking to be told about things like IVA’s he should have asked for clarification. That would have equated to him taking reasonable care before saying ‘no he had never had an arrangement with creditors’.

AXA’s underwriters have confirmed that if Mr A had told it of the arrangement, it wouldn’t have offered cover. I’m satisfied by that detail.

In summary then, I am satisfied that AXA set out a clear question. I’m also satisfied that Mr A, in answering the statement put to him by his broker, gave an incorrect answer. I am further satisfied that he gave that incorrect answer having failed to take reasonable care to answer the point put to him. I have also seen and accept that, if AXA had been given the correct detail – that Mr A did have a financial arrangement with creditors – that it wouldn’t have offered him cover. Which means that I think Mr A made a qualifying misrepresentation.

CIDRA allows, in the instance of a qualifying misrepresentation, for the insurer to reset the clock to reflect how things would have been if the misrepresentation had not been made. Here that means AXA wouldn’t have offered cover and Mr A wouldn’t have paid it for the same. As such I’m of the view that AXA’s avoidance of the 2024 policy, with reimbursement to Mr A of its premium, was fair and reasonable. I don’t intend to make it reverse that decision or reinstate the policy.

#### 2024 versus 2023 policy year

I understand the point Mr A has made about AXA not avoiding the 2023 policy. I can see why he thinks that might mean its avoidance for 2024 is flawed. But that is not how this Service necessarily views avoidance. There are occasions where we are satisfied it is fair for avoidance of only certain policy years to occur, rather than avoidance back to the point the first contract for insurance between the parties ever began. Indeed CIDRA applies as much to the rights and obligations of the parties at each renewal as it does at the policy’s initial inception. But I’ve looked at what happened here to see if AXA avoiding only the renewed policy was fair and reasonable in this case.

Here, I can see that Mr A’s policy renewed in December each year. According to the detail Mr A has shared, in 2023, he received a CCJ, in respect of a claim taken against him by W, regarding an unresolved personal loan. But it was only in spring 2024 that Mr A entered into an arrangement with W to settle that debt.

AXA hasn't shown what it expected to be told in 2023. It may be that it can't show that detail. But I've not seen anything which makes me think the questions AXA was likely to have asked would have been materially different to those expected to be asked in 2024. So I'm prepared to assume for a moment that the detail would have been the same as that required in 2024. In other words, at inception in 2023, just like at renewal in 2024, AXA wouldn't have asked to be told about CCJs, but it would have wanted to know about arrangements with creditors. So, at inception in 2023 Mr A had a CCJ against him for the claim made by creditor W, but he did not have an arrangement with W to pay that debt. If AXA asked the same question in 2023 as it did in 2024, and Mr A had given that same answer, it seems AXA would not have been able to say he had misrepresented the situation.

From the detail AXA has supplied I think this is why it has only avoided the 2024 policy and it hasn't sought to wind the cover back to inception in 2023. In any event, AXA's choice to not avoid back to 2023, doesn't detract from the position it's taken regarding renewal in 2024. In that respect AXA acted in line with what CIDRA allows so its avoidance for the one policy year, of the policy which renewed on 16 December 2024, was fair and reasonable.

On that note, I'm satisfied that AXA actively chose, regarding Mr A's financial and CCJs history, to not pursue avoidance for the 2023 policy year. I'm satisfied that its chance in that respect has now reasonably passed – it can't fairly revisit that issue. That point is important as my findings move on.

#### AXA's claim decline

Mr A is correct – AXA avoiding only the 2024 policy year does mean its decline of the claim, as a consequence of the avoidance, was unfair. I do intend to require AXA to reconsider Mr A's claim.

The claim was made to AXA after the policy renewed in 2024. But, AXA, during the course of our investigations has accepted that the loss likely occurred in the 2023 policy year.

As I understand it, the claim was put forward on Mr A's behalf by a loss assessor he had appointed. AXA has not shown what the loss assessor said when making the claim. But I know AXA initially believed the date of loss to be 16 December 2024. That was the first day of the new policy. So I can understand why, that belief being correct, or at least reasonably held, AXA set the claim up in the 2024 policy year.

However, in January 2025, within only a couple of weeks of the claim being made and set up, AXA's loss adjuster attended the property to assess the damage. The loss adjuster spoke with Mr A and he reported that the standing water was noticed on 15 December 2024. The day before the policy renewed.

I'm not sure why but AXA does not seem to have amended the claim recorded to take that new detail about the actual date of loss into account. It should have done in my view. The date of loss being 15 December 2024 means the 'claim' can't reasonably be said to fall away merely because there is no cover for the following policy year, which started the day after the loss was found. I'm satisfied then AXA needs to consider that claim under the policy cover for the year 2023/2024.

#### Reservation of rights

The policy in 2023 and 2024 named Mr A as the policyholder. AXA had no reason to question that. As such it was on that basis that it began its validation enquiries into Mr A's finances and how the detail he had given at renewal in 2024 had affected its decision to offer cover. It was only during the call with Mr A on 18 March 2025 that, whilst the parties were

*discussing the CCJs, Mr A volunteered that he does not own his home and has not for a number of years.*

*I can see that was likely important information for AXA. But I can also see that, by 18 March 2025, it was near to making a decision on its liability in relation to what Mr A had told it about his finances. With it issuing its first avoidance letter in that respect on 20 March 2025 and Mr A's complaint about the avoidance following shortly thereafter. I envisage that considering and investigating an issue of ownership and policy liability would be quite involved and would likely take quite a while. On this occasion I don't see AXA as being at fault for setting the ownership issue aside whilst it kept its focus on the already investigated and complained about liability issue regarding finances.*

*As such I'm satisfied that it was fair for AXA, when issuing its FRL regarding the avoidance of the 2024 policy, on the grounds Mr A had not given a "full and honest disclosure of the relevant [financial] history", to reserve its rights regarding Mr A not owning the property he had insured. I'm not minded to say that AXA, if it wishes to, cannot now investigate this matter when considering the claim under the 2023 policy year.*

*So I'm not intending to include a direction in my decision that stops AXA from reviewing its liability for cover for the 2023 policy year as part of its consideration of the claim under that 2023 policy. If AXA does consider the liability issue regarding ownership and Mr A does not like the position AXA reaches in this respect, he will be able to make a complaint about that. To AXA in the first instance.*

### Summary

*Having considered AXA's avoidance of the 2024 policy, for the reasons set out above, I am satisfied its decision was fair and reasonable.*

*I am also satisfied though that its decline of the claim under that 2024 policy was not reasonable. I've explained this above. I intend to require it to consider the claim under the 2023 policy year.*

*I intend to issue a direction, for the reasons explained above, which says that AXA cannot fairly revisit the liability issue regarding Mr A's financial and CCJ history when considering the claim under the 2023 policy.*

*I do not intend to issue a direction which precludes AXA, when considering the claim under the 2023 policy, from undertaking any liability considerations it wishes to regarding Mr A not owning the property insured in his name on that policy.*

### Impact because the claim has not so far been settled

*I've seen detail Mr A has shared about the condition of the property since the leak. I understand that the family, on occasion at least, have had to stay elsewhere because moisture has spread from the basement and is affecting some of the rest of the house. I accept this has likely been a difficult time for Mr A.*

*I have found that AXA acted unfairly when it declined the claim on the 2024 policy (due to the avoidance). But I can see that it's by no means clear that the claim on the 2023 policy will succeed. Which means that I can't be satisfied that, but for AXA's failure to consider the claim under the 2023 policy, even whilst avoiding the 2024 policy, Mr A's position would have been any different. As I noted above any enquiry about liability related to ownership is likely to take time. So there is no reason for me to think it's most likely, if AXA had noted in January 2025 that the claim reasonably needed considering under the 2023 policy year, that*

would have resulted, in short order, in it accepting the claim and settling with Mr A for the damage. As such I can't reasonably blame AXA for any distress and inconvenience Mr A has suffered, up to the point of its 4 June 2025 FRL, because the property has remained in a damaged state. I'm not minded to require AXA to pay any compensation to Mr A."

#### Following my provisional decision

AXA made an initial objection. Whilst its comments didn't cause me to change my view on the complaint, I did feel it was necessary for me to issue some further findings to both parties. In those further findings I said:

*"AXA has said that a mistake was made by its loss adjuster, such that it did not reasonably know, when considering the matter of Mr A's finances, that the claim date of loss was actually the 15 December, so in the prior policy year. It said also that when the credit arrangement began in spring 2024, part way through that policy year and before the loss, Mr A should have told it about that. It noted the policy requires the policyholder to tell it of changes that may effect the insurance. It said if he had, it would have cancelled the policy and it still wouldn't have been on risk when the claim occurred in December 2024. So it asked that I review my decision to require it to consider the claim.*

*I've noted what AXA has said. But AXA had clear detail as to the correct date of the claim which it could and should have noticed when it was considering what action to take regarding Mr A's disclosures. And I already said provisionally that I wouldn't find it fair for AXA to revisit its decision about Mr A's financial disclosures for the 2023 policy year.*

*I appreciate AXA may well argue that my comment about not revisiting was made in respect of avoidance, whereas what it is really talking about is a mid-year change/cancellation. But the premise I was setting out is that AXA had full knowledge of the claim, its policy requirements and Mr A's financial details when it made the decision that it would resolve the situation by making a choice to only avoid the 2024 policy year. It is not fair, in my view, for it to revisit that decision by attempting to argue a mid-term cancellation as opposed to an avoidance, only now when its mistake over the claim date has been highlighted.*

*In any event AXA is also likely aware that this Service requires an insurer to exercise its mid-term rights fairly. Which includes making the possibility of cancellation in certain circumstance abundantly clear to policyholders. We also generally would only view a mid-term cancellation as reasonable when the change materially affects the risk the insurer faces – not just that if the 'new' risk factor now in play had been in play at inception/renewal cover would not have been given. And I note that neither credit arrangements nor even CCJs are in the list of examples the policy sets out that AXA would want to be told about mid-term. So even if AXA persuaded me in the other respects, I don't think Mr A would reasonably have known, mid-term, that AXA wanted to be told about the credit arrangement.*

*AXA's comments have not changed my view that it should be considering the claim under the 2023 policy year. Or that when it does so it will not be fairly able to rely on detail already known about Mr A's financial history regarding CCJs and credit arrangements to avoid or limit its liability for the loss."*

## The parties' response to my provisional decision and my interim findings

AXA said it would expect me to ask for "records to verify the precise history of the financial arrangements giving cause for concern". It said there remains the possibility that an arrangement existed before the policy incepted in 2023. It said it thought, in the circumstances, I would want to have the timeline independently verified.

Mr A, referring to a comment I made about the content of AXA's FRL, said its March and April 2025 letters didn't make any reference to the creditor arrangement. He said his health issues have never been disputed. He said if I advise of exactly what medical evidence I require, he will arrange to provide it. Mr A said it is not true that he has never raised his health issues before. He said he couldn't, in the call with AXA on 18 March, as he did not know its intentions. Once he understood that, his letter of 10 June explained he had been vulnerable at the time the policy was arranged. He explained that this complicated, verbal question of multiple parts had confused him. And when he wrote the letter of complaint, he didn't mention the creditor arrangement then because, at that point, AXA had not relied on that part of the question. Mr A maintained the payments to W had been in respect of a personal loan, and much had been paid before the CCJ.

Turning to the claim, Mr A asked that I reconsider my decision to not preclude AXA from investigating its liability decision about ownership of the insured property. Mr A said he had never sought to conceal from AXA that he did not own the property. He said he had told AXA about it in December 2024 before the claim (and renewal). Mr A said allowing AXA further time to investigate would only penalise him which was not fair.

### **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.

I note AXA's concern and its thoughts as to what might be possible. But I'm satisfied by the findings I set out provisionally in this respect, including what I said about Mr A's detail given in the phone call he had with AXA likely being reliable. And AXA hasn't presented any evidence or even comment, which gives me cause to think I am wrong in that respect.

I've considered Mr A's response. But it doesn't change my view on the complaint outcome as set out provisionally. I've added a few comments here in response to what I consider to be the key points Mr A has raised.

AXA's letters of March and April 2025 were not its FRL. That was its letter dated June 2025. I remain satisfied by what I said about the content of the FRL.

I don't doubt Mr A has some health issues. But what he hasn't shown is any expert opinion about how they might have affected his ability to answer the question asked of him.

However, I haven't chosen to ask Mr A to provide such an opinion because, in light of everything I've seen, I'm simply not satisfied that his health might possibly have caused him to give the answer he did. The available evidence makes me think that is not the most likely scenario here – and hearing an expert say that is what *could* have happened isn't, in my view, likely to change that.

I accept that, when Mr A spoke with AXA in March 2025, he did not know its intent. But when he wrote his complaint letter to this Service of 10 June 2025, Mr A knew both of AXA's intent and that it had been focussing on the wrong question. He knew and had had time to consider the full question he had actually been asked by the broker. He set that question, along with others, out in full, in writing and, although elsewhere in the letter he summarised his poor health at the time, when setting out the finances question – he said he had answered it correctly. And, later, in an email to this Service, in August 2025, Mr A said; "All the questions asked by the broker were answered truthfully and in full".

I know Mr A provided evidence of payments made to W before the CCJ. I don't doubt that they were made in respect of settling a personal loan. But that does not mean there wasn't a subsequent arrangement with that creditor to clear a debt – a debt formalised in a CCJ. As I said above in reply to AXA's point – I'm satisfied the detail Mr A gave in his call with AXA in March 2025 is likely reliable.

I note Mr A's request regarding the property ownership issue. However, I'm satisfied, for the reasons explained provisionally, it was fair for AXA to reserve its rights in this respect. My view has not changed.

Having considered the responses from both parties, my view on the complaint as set out provisional and addressed further in my interim findings, has not changed. As such, my provisional and interim findings, along with my comments here, are now the findings of this my final decision.

### **My final decision**

I uphold this complaint in part. I require AXA Insurance Designated Activity Company to consider the water leak claim under the 2023 policy and it is my direction that, in doing that, it will not be able to revisit its liability for cover based on Mr A's financial and CCJ history. I do not make any other direction or any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 March 2026.

Fiona Robinson  
**Ombudsman**