

The complaint

A, a company, complain about the way AXA Insurance UK Plc has handled a claim under their legal expenses insurance policy.

Where I refer to AXA, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In 2022, A made a claim on their legal expenses policy to pursue their landlord for breaching the quiet enjoyment section of their commercial lease.

AXA instructed its panel firm of solicitors who assessed the claim and concluded that it didn't enjoy reasonable prospects of success – which is a requirement for cover under the policy. But they suggested that A make a new claim against the landlord's residential tenants given they were the ones causing the nuisance.

In 2024, A spoke to AXA and were advised that they could make two new claims under their policy. So, they submitted them online. But they only received an acknowledgement for one claim. They contacted AXA to find out why.

AXA explained that it wasn't clear whether two claims were required. This was because one of the claims appeared to be against the landlord for breach of the commercial lease, which had already been assessed and cover declined. It said it could take forward the claim against the tenants, but it would require further information to assess it.

A didn't think AXA understood that they'd been told by the panel solicitors to submit two claims and that this had been approved by AXA over the phone. They asked if they could raise a complaint but were told this had to be done in writing.

A subsequently received an acknowledgement of their complaint, despite having not submitted one in writing. They raised concerns about this, asking for details of the complaint AXA believed had been raised along with a transcript of the call.

AXA said it was clear that A had expressed dissatisfaction on the phone about the way their claims had been handled so it logged the complaint. It offered a copy of the call recording and later provided the call note. It also offered to speak to A on the phone to discuss their concerns, but this was declined.

A brought their complaint to our Service. In summary, they said:

- They were told they could make two claims under their policy, but this wasn't honoured.

- A complaint has been raised without their consent, and a fraudulent investigation has taken place. They've been asking for details of how they can raise a complaint but haven't received an answer.

Our Investigator didn't think AXA had acted unfairly in handling A's claims. She said AXA agreed A could submit two claims and it would assess them, which it did. On assessing the claims, it appeared one had already been considered and declined, so it didn't take this forward which was reasonable. But she agreed there'd been some failings in the way AXA had handled A's complaint and she recommended it pay £100 compensation to put things right.

AXA accepted this outcome. But A didn't. So, the complaint has 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.

Having done so, I've reached the same outcome as our Investigator, and for broadly the same reasons. Before I explain why, I wish to acknowledge the parties' submissions in respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

Claims handling

When A called AXA in September 2024, they were advised that they could submit two new claims under their policy and AXA would assess them.

A are entitled to make any number of claims on their policy, they don't need AXA's permission to do so. But this doesn't mean the claims will be accepted and pursued.

AXA are required to assess all claims it receives. And I'm satisfied it did so here.

On doing so, AXA determined that one claim related to issues which had already been considered under a previous claim, so it decided not to take this forward. I don't think this is unreasonable. I've seen nothing to suggest the claim A made against their landlord is new or unrelated to the claim that the panel solicitors determined didn't enjoy reasonable prospects of success.

AXA asked A to provide further information on the claim against the tenants. In particular, it asked for the name and address of the tenant, a diary of events documenting the incidents of nuisance, an impact statement, and a plan of the property showing where the nuisance was taking place. I don't think this information is unreasonable, as it will be vital in determining whether the claim has any merit it to.

A said it had already provided this information to the panel solicitors. But AXA checked with the panel solicitors, and they confirmed this wasn't the case.

On the information available, I haven't identified any failing in AXA's handling of these claims. If A wishes to pursue the claim against their landlord's tenants, they will need to provide the requested information to enable the claim to be assessed.

Complaint handling

The relevant rules about complaint handling define a complaint as “*any oral or written expression of dissatisfaction...*”.

It's clear from the call between A and AXA in November 2024 that A had expressed dissatisfaction. I say this because A asked to raise a complaint four times on this call.

That said, AXA informed A that a complaint couldn't be logged over the phone and would need to be done in writing – albeit this was incorrect. So, it's understandable that A were confused when they received an acknowledgement of a complaint they didn't believe they'd raised. It's not clear why AXA didn't withdraw the complaint at that point and allow A to submit one in their own time and in their own words.

On the information available, I'm persuaded there's been some failings by AXA here. Firstly, when it told A they couldn't raise a complaint over the phone. And secondly, when they logged one anyway and didn't withdraw it when it became clear A were distressed by this.

It's not my role to fine or punish AXA for making a mistake. Instead, I've considered the impact of the mistake on A to determine what AXA need to do to put things right.

Having done so, I'm persuaded the impact has been minimal and I haven't identified any detriment – beyond some initial confusion – that A would've suffered. I say this because A wanted to make a complaint – they said so on the call in November 2024. And AXA gave them plenty of opportunity to provide further information about their dissatisfaction, including offering a phone call to discuss things.

But A declined, and it's not clear to me why. Instead, A have opted to pursue a complaint about not raising a complaint, rather than engaging with the complaint process to set out what specifically their original complaint was about.

Overall, I'm satisfied the £100 compensation recommended by our Investigator fairly reflects the initial confusion AXA's mistake caused. So, this is what I'm directing AXA to pay.

My final decision

For the reasons I've explained, I uphold this complaint and direct AXA Insurance UK Plc to pay A compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask A to accept or reject my decision before 27 March 2026.

Sheryl Sibley
Ombudsman