

The complaint

Mr and Mrs S have complained about their contents insurer AXA Insurance UK Plc because it initially declined their claim for accidental damage to their washing machine.

What happened

Mr S called AXA and said the catch on the door of his washing machine wasn't working. AXA declined the claim as it felt nothing covered by the policy had happened, it thought it was likely the lock on the six-year old machine had failed due to normal wear and tear. Mr S wasn't happy. When he called back a few days later the loss was discussed again and he said his daughter had been putting toys in the machine. AXA agreed to review the claim.

AXA appointed a company to consider the loss. Mr S sent it an invoice for a repair he'd had completed at a cost of £150. AXA's company said it would settle the claim based on that invoice. It said Mr S would have to pay the £100 policy excess and it would pay him the £150 repair cost, or it could deduct the excess sum from the repair cost and send Mr S £50.

Mr S wasn't happy. He said AXA had declined the claim unfairly initially – causing him to have to do washing at the launderette. Which was costly and time consuming. He said that given its failures it wasn't fair of AXA to expect him to pay the excess. And he later argued that excesses are only payable when an insurer completes a repair – which AXA had refused to do here, leaving him to arrange that and pay for it.

Our Investigator felt AXA had acted fairly and reasonably. So he didn't uphold the complaint.

Mr S remained unhappy. He said AXA had never paid him any money – but he wouldn't accept any settlement from it unless it was the full £150. He said he wanted AXA to show him where in the policy it set out timelines for when items suffer wear and tear because he didn't think it had been reasonable for AXA to have just assumed that was what had happened to his machine. He said he'd told AXA, during the first call, that his daughter had damaged the machine – whilst he'd listened to a recording of that call presented by our Investigator to show Mr S had not said that, Mr S implied the recording couldn't be trusted. He disputed again that an excess should be payable in this circumstance. His complaint was referred for an Ombudsman's consideration.

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 S's policy offers him cover for accidental damage (which the policy doesn't define). But there are exclusions for mechanical breakdown and general wear and tear.

I appreciate that this situation was frustrating for Mr S. But I've got no reason to think the recording of the call was not reliable. I accept that Mr S meant to tell AXA about his daughter placing inappropriate objects in the machine, and likely recalls that he did so. But I'm satisfied that he didn't actually tell AXA about that at the time. And it had to make a judgement on his claim based on what he did tell it.

I understand that Mr S said he'd used the machine, which was about six years old, a couple of days before and just pushed the door shut after use. The following day Mr S tried to shut the door and it wouldn't catch.

It's not unusual for parts to fail over time – there is no specific timeline for that in most cases. That's because how and when items fail differs. As our Investigator noted, two people can have the same item – but if they use it differently, one will likely fail before the other. So there isn't any detail in this respect an insurer can reasonably place in a policy document. What's important, when a claim is made and considered, is if the insurer acts fairly and reasonably.

Here Mr S had a washing machine which had been in use for a number of years. He reported an issue with the lock mechanism – a mechanical part which is in use not only during every wash cycle, but also if the door is opened and closed in between. It is a type of part which wears over time and can fail after a few years. I don't think it was unreasonable that AXA's claim adviser concluded that was the most likely cause of the problem. In saying that I'm mindful that, during that first call, Mr S hadn't indicated that anything had likely happened that might have meant the failure was likely due to something other than normal use. In the circumstances I think it was reasonable for AXA to reach its claim conclusion based on the detail it had and that the outcome was fair given the terms of the policy.

I know AXA later accepted the claim, and that Mr and Mrs S had suffered distress and inconvenience in the interim. But I can see that AXA only accepted the claim after it received the additional information from Mr S about his daughter placing inappropriate objects in the machine. I think it was fair for AXA to have reviewed its position in light of the new information. But that doesn't mean its first decision was wrong. As I've said I think it was fair as well as having been reasonably made. Which means it isn't reasonably liable for the upset Mr and Mrs S suffered before the position was reviewed and the claim was accepted.

I appreciate that Mr S understands that a policy excess is only paid when an insurer completes a repair. But he is not correct. An excess is the first part of any claim which the policyholder is responsible for paying – and that is regardless of how the insurer settles the claim. AXA accepted Mr S's claim for accidental damage, so he reasonably owes it the excess sum of £100. AXA has said it will pay him £150 less the £100 excess, so £50. But Mr S has said he won't accept that payment. I can't then reasonably criticise AXA for not having paid it to him so far. If Mr and Mrs S want AXA to settle their claim, they should contact it.

My final decision

I don't uphold this complaint. I don't make any award against AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 26 December 2023.

Fiona Robinson

Ombudsman