

The complaint

Ms P complains about missing or damaged possessions following a claim under her home insurance policy with AXA Insurance UK Plc.

AXA the underwriters (insurers) of this policy. The vast majority of this complaint concerns the actions of their appointed removal and storage agents. As AXA accept they are accountable for the actions of their agents, in my decision any reference to 'AXA' should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to both Ms P and AXA and has been ongoing for some time. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Ms P's property unfortunately suffered fire damage. Ms P raised a claim against her insurance policy and many of her possessions were later moved into storage by AXA to allow repair works to take place.

When her possessions were returned, Ms P says various items were either damaged or missing. She raised a complaint with AXA about this. AXA didn't uphold the complaint and Ms P referred her complaint to our Service for an independent review.

Our Investigator (most recently) didn't recommend that this complaint be upheld and as Ms P didn't accept his recommendations, the complaint has been referred to me for a final decision.

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.

How I'll consider the complaint

Although a range of issues have been raised and extensive evidence provided by both parties, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. For example, both parties are already aware that these events have been going on for an extensive amount of time and I've only summarised the key points of the background earlier in my decision.

My decision is limited to only considering the complaint points referred to our Service about the missing or damaged items. This is important as Ms P has experienced a number of issues with her insurance claim across a number of years. I'm sorry to hear of the impact that the fire and subsequent claim has had on Ms P and her family.

I won't directly address each missing or damaged item. Instead, I'll be considering the service AXA has provided Ms P with whilst handling her claim and how they've treated her overall. I have sympathy for Ms P and acknowledge what she's said about being in a difficult position because the items are missing and she has no physical proof. But this doesn't mean that the burden of proof transfers to AXA - unless I find that they've acted unfairly here.

The alleged missing and damaged items

Ms P has argued (in summary) that AXA's agents didn't accurately record the items taken from her property in written and photographic records. She then realised sometime after her possessions had been returned that some were missing, damaged or in a poorer condition than when they'd been removed. Ms P has explained that it was due to ill health that she didn't realise sooner.

On the other hand, AXA have said that their agents did document what was taken and Ms P notified them of any issues far outside what was reasonable.

When coming to my decision I've kept in mind that things can and occasionally do go wrong in this type of removal situation. It may well be the case that because of human error and the sheer volume of items being moved, that some items weren't photographed. But given the likely consequences for AXA's agents and that their reputation and standing within the industry would be irreparably damaged as well as future use by AXA should it be proven that they acted in bad faith, on balance, I find it more likely than not they acted in good faith here and if items weren't photographed or recorded - it was because of human error rather than a deliberate attempt to deprive Ms P of her possessions.

I'm satisfied that when notified of the alleged damaged or missing items AXA took Ms P's concerns very seriously and carried out a sufficient audit of all that had happened during the collection, storage and return. As an example:

"As requested another extensive review has been carried out for this complaint. I would like to add that this has been reviewed by another colleague and a manager has also shared their thoughts so we can say for certain what we are advising is factual and fair. We have received around 750 photos from [company name redacted by Ombudsman] and every single photo has been examined by both myself and my other colleague. This was then cross referenced against the inventory and also times/dates of when it was reported."

I don't find any failing in this regard.

I've carefully considered what Ms P has said about feeling pressured to sign paperwork on the second day of the delivery. It may well be that the communication by AXA's agents wasn't as clear as it could've been. For example, I note Ms P has said there was some confusion around what the actual purpose of the paperwork was. Of importance here is her daughter's statement dated 30 June 2023. But I've weighed this up against the extension given to the normal five day window in which a customer would be expected to notify AXA of any issues.

I'd reasonably have expected that if a further extension was needed, Ms P would've made contact with AXA to request this. But from what I've seen, no further extension was requested from Ms P - so it seems reasonable to assume that 10 January was the cut off for notifying AXA of any issues. This is important as it underpins the decision I've reached. This cut off isn't at all unusual across the industry as it limits a business's liability. If there was no cut off, items that were returned in good order but became damaged months later could be claimed for.

Another reason why a deadline is in place is so that any missing items can be searched for in a timely manner. The general revolving door nature of storage facilities and the volume of items arriving and leaving regularly means the sooner AXA were notified, the greater possibility that any missing items could be located again.

Ms P didn't notify AXA about many of the missing/damaged items until over five weeks after they'd been delivered. Whilst I accept that Ms P has told us that her medical circumstances around that time meant she was unable to unbox and unpack the delivered items, I can't hold AXA responsible for this.

I won't be commenting on the inventory, item by item. As outlined above, we are an alternative, informal dispute resolution Service. But I'll comment on some of the specific items below:

- The mattress and base were marked as soiled before being collected. I've not seen sufficiently persuasive evidence that they were returned in a worse condition. Again, given the time that's passed from delivery to notifying AXA of an issue, I can't fairly say AXA are responsible.
- Given the time that had passed, this is similar for the tv issues.
- The offer to replace the damaged mugs was fair and reasonable.
- The damaged fridge magnets held sentimental rather than material financial value of for Ms P. I don't find it unreasonable that AXA suggested repairing them by gluing. For this reason, if they'd replaced them, the chain of sentimental value would be broken.
- The missing iPad was not listed on the inventory list. Ms P has said that because it hasn't connected to a Wi-Fi network since, she can't trace its' location. Although I don't dispute that Ms P/her daughter owned the item, I've not seen any supporting evidence to allow me to fairly conclude that AXA removed it from her property or are responsible for it becoming mislaid.

It's important to re-state that ours is an evidence based organisation. The decision I've arrived at is based on an 'on balance' finding, having carefully considered all of the available evidence. This means, what I think is *more likely than not* to have happened based on the available evidence. This isn't to dismiss what the losing party has said as being wrong. It simply means that based on the available evidence I find the alternative explanation more persuasive than what Ms P has argued. This is also different to the test that a court of law would apply.

My decision will disappoint Ms P, but it brings to an end our Service's involvement in trying to informally resolve her dispute with AXA.

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 Ms P to accept or reject my decision before 16 November 2023.

Daniel O'Shea
Ombudsman