

## The complaint

Mr G complains about AXA Insurance UK Plc's ("AXA") decision to decline his claim under his home insurance policy.

## What happened

Mr G took out a home insurance policy and, under the contents section, he selected an additional option to include cover for specified items within and away from his home. Mr G's work tools were stolen from his vehicle, so he made a claim under his policy. AXA declined the claim, so Mr G complained. AXA responded and referred to an exclusion in Mr G's policy relating to unoccupied vehicles. AXA explained, when Mr G reported the incident, he explained his vehicle was unattended, so the claim was declined in line with the policy terms.

Our investigator looked into things for Mr G. She thought AXA hadn't acted unfairly in declining the claim. Mr G disagreed so the matter has come to me for a 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.

Having done so, I've decided not to uphold the complaint. I understand Mr G will be disappointed by this but I'll explain why I have made this decision.

My starting point is Mr G's home insurance policy booklet. This sets out the terms and conditions and, under the section covering specified items away from home, it contains an exclusion which says, for theft claims, AXA won't provide cover "*For items stolen from unoccupied vehicles*". There's no dispute Mr G wasn't in his vehicle at the time his work tools were stolen. AXA say Mr G's vehicle was therefore unoccupied, so the exclusion applies. Mr G says the policy definition of 'unoccupied' doesn't fit the circumstances here so it's unfair for AXA to apply the exclusion.

The policy booklet defines 'unoccupied' as, "*Your Home has not been visited by You or Your guests for 30 consecutive days or more.*" I agree with Mr G that this definition doesn't apply to the circumstances of his claim. I think it's reasonable to say this definition applies to Mr G's home, rather than contents kept in his vehicle away from home. So, I've thought about whether the policy wording in relation to the exclusion was clear.

The Insurance Conduct of Business Sourcebook ("ICOB"), under ICOB: 2.2.2 R requires information from a business to be clear, fair and not misleading. Where policy terms and conditions are open to differing, yet reasonable, interpretations, I would look favourably on the party that hasn't drafted the wording. In this case, and given the policy definition for the term 'unoccupied', I don't believe the intention was for this definition to apply to the exclusion. So, I've thought carefully about what would be reasonable to infer from the exclusion – and I think it's not unreasonable to infer 'unoccupied vehicle' means a vehicle

which doesn't have anyone in it. I acknowledge Mr G says he was only away from his vehicle for a short time, but it means the vehicle was unoccupied at the time of the incident.

I understand Mr G says, when taking out the policy, he spoke with an agent and, after explaining he needed the additional cover for his work tools in case his vehicle gets broken into, the agent reassured Mr G he'd taken out the correct policy cover. I note Mr G is frustrated about this, but my decision focuses only on the claim decision against the insurer, AXA – as that is what has been addressed by AXA in their complaint response. If Mr G does have concerns about the sales process, these will need to be raised separately against the business Mr G spoke with when taking out the policy.

I understand Mr G will be disappointed, and I am sorry to read about the impact the incident has had, and continues to have, on Mr G's work. But my role here is to decide whether AXA have acted fairly and reasonably in declining the claim – and from the information I've seen, I think they have. I wish to reassure Mr G I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

### **My final decision**

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 October 2023.

Paviter Dhaddy  
**Ombudsman**