

## **The complaint**

Mr S complains about the service he's received from AXA Insurance UK Plc (AXA) when he made a claim under his let property insurance policy.

## **What happened**

Mr S owns a building which has two flats in it. He has an insurance policy underwritten by AXA to cover the building.

In May 2023 Mr S made a claim for water damage to AXA. Following communication with Mr S and an inspection of the property, the claim was declined by AXA. This was because it was concluded failed shower sealant was the cause, and wear and tear and maintenance issues are excluded under the policy.

Following this, Mr S said the leak wasn't caused by failed shower sealant and instead was due to malicious damage. He provided additional information which he said demonstrates he has a valid claim, but AXA's claim decision was maintained.

As Mr S remained unhappy, he approached this service.

One of our investigators looked into things, under a separate case to this, but she didn't uphold that complaint. She initially considered what had happened up to AXA's final response dated 21 June 2023. But following discussion with Mr S and AXA, she also considered additional information Mr S had presented up to 11 September 2023 which included witness statements from his tenant and plumber. But ultimately the investigator still didn't uphold that complaint.

This separate complaint was set up with this service for complaint points that had been raised in August 2023 with AXA about a call that Mr S had with them, along with allegations that AXA hadn't considered additional information Mr S had provided them at that time in support of the malicious damage claim. This case wasn't upheld either.

Mr S continued to send additional new information to this service, which he said showed he had a valid claim. But both the investigator in this case and the other case advised Mr S that this new information wouldn't form part of this, or the other, case. Instead, they explained that he'd need to present this new information to AXA to consider in the first instance, before referring back to this service with a new, separate, complaint if required.

Ultimately an agreement couldn't be reached and this case and the other linked case were passed 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.

Firstly, I'll explain what I'm considering here in this case, what I'm considering under the separate case (which I've written separately to both parties about), and what doesn't form part of either case or my consideration.

#### This case

In this case, I'm considering Mr S' complaint raised with AXA in August 2023 about a telephone call he had with them that he's unhappy with, and Mr S' allegations that AXA hadn't considered the additional information he provided at that time in support of his malicious damage claim.

#### The linked case with this service

In the other case (which I've written to both parties separately about) I've considered up to 11 September 2023. That is, AXA's claim decision initially reached, and the additional information Mr S provided after this (in August 2023) which both AXA and our investigator considered. And when considering that case, I've decided whether AXA fairly declined the claim at that point based on the information provided up until then.

#### New information which doesn't form part of this, or the other case

I understand Mr S has more recently provided additional information to AXA, which includes a Police crime report and updated witness statements which he says supports his claim. And Mr S has made a second malicious damage claim, which is for a more recent repeat of the same type of incident. Neither the Police report or new statements, or second claim, form part of my consideration here, or in the other linked case I've considered.

This is because this is new information that AXA would need to review and give its position on in the first instance. Our role isn't to validate claims on AXA's behalf. Therefore, AXA would need to have the opportunity to consider any new information provided by Mr S to establish if that is sufficient to validate his claim - both the previous claim, and his new more recent claim.

If Mr S is unhappy with the new claim decision reached by AXA (either for the previous claim taking into account the new information, or the new claim once it has been assessed), he'd need to raise a new complaint with AXA. If Mr S remains unhappy with AXA's final position on things based on the new information, he'd be able to refer his new complaint to this service if required, in line with our usual rules and timescales.

I'll now go on to consider the complaint points that form part of this case, as outlined above.

### The call

Mr S complains about a call he had with AXA. He says he's unhappy with the way he was spoken to.

Unfortunately, AXA has confirmed that they haven't been able to locate a copy of the call, so I'm not able to listen to exactly what was discussed. Therefore, whilst I appreciate Mr S is unhappy with AXA's handling of the call, I'm not able to comment on this further without being able to listen to it.

I can see though that after the call, Mr S was emailed with the reasons why the claim decline decision was being maintained. So, whilst Mr S was unhappy with the discussion, this was followed up in writing.

### The additional information provided

Mr S says AXA didn't consider additional information he gave them before 18 August 2023 which was submitted in support of his malicious damage claim. This included witness statements from the tenant, and Mr S' plumber.

However, I don't agree with Mr S that AXA didn't consider this. Instead, AXA did, but maintained the claim decision. The investigator then considered that information in the separate case (as have I in my final decision on the other case too).

So, whilst it didn't change AXA's claim decision overall, I don't agree that they didn't consider the information Mr S provided in August 2023 as he alleges.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 April 2024.

Callum Milne  
**Ombudsman**