

The complaint

Mrs A and Mr Z have complained that AXA Insurance UK Plc held incorrect details about their property and that this led to them paying higher premiums under their home insurance policy and potentially invalidated the policy.

What happened

The background to this complaint is well known to Mrs A and Mr Z and AXA. So, in my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have. I have however included a brief summary below.

Mrs A and Mr Z discovered that the information AXA held about them and their property had been incorrect for a long period of time. This was in part due to a migration by AXA of policies from one system to another. In this complaint I am considering the impact of the following information being incorrect:

- Their property was listed as a terraced bungalow when it is a semi-detached house.
- The double storey extension on their house wasn't taken into account.
- The number of bedrooms wasn't recorded.
- The fact the property had an alarm system wasn't recorded.
- Both the dates of birth for Mrs A and Mr Z were recorded incorrectly.

Mr Z has also raised some other concerns about the information AXA held, which I am not considering as part of this complaint.

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 agree with the conclusions reached by the investigator for these reasons:

My role is to consider the impact that the incorrect information held by AXA had on Mrs A and Mr Z financially. And the way AXA administered Mrs A and Mr Z's policy and Mr Z's queries about the policy.

- I'm satisfied with AXA's explanation of why the information it held on Mrs A and Mr Z and their property was wrong. And I am not persuaded AXA has lied or deliberately tried to overcharge Mrs A and Mr Z.
- I think the reason AXA held the incorrect information was legitimate and understandable in the circumstances due to a migration of data that was essentially unavoidable.
- I'm satisfied AXA made it clear enough that if any of the information shown on the policy documentation was incorrect Mrs A or Mr Z could contact it to point this out and it would be amended.

- I'm satisfied AXA was not aware Mr Z was a vulnerable customer, but would have provided support and made reasonable adjustments if Mr Z had told it that he was and asked it to do so.
- I'm satisfied from the underwriting evidence AXA has provided that the incorrect information relating to the things listed above resulted in Mrs A and Mr Z paying the same or a lower premium than would have been the case if the right information had been used.
- I do not consider the incorrect information made Mrs A and Mr Z's policy null and void and that AXA wouldn't have paid claims under it.
- The fact Mr Z has been able to obtain a better price from another insurer does not mean he and Mrs A were over-charged by AXA.
- I appreciate the concerns about the incorrect details have caused Mr Z and Mrs A a great deal of distress, but – as I've said – I think the reasons for AXA holding incorrect information for a long period were understandable and genuine.
- It's clear when Mr Z called about the incorrect information his call was not well-handled. But I'm satisfied what AXA have offered in compensation for the distress and inconvenience this caused Mr Z is fair.

Putting things right

For the reasons set out above, I consider a payment of £150 for distress and inconvenience by AXA is the fair and reasonable outcome to Mrs A and Mr Z's complaint.

My final decision

I uphold Mrs A and Mr Z's complaint and require AXA Insurance UK Plc to pay them £150 in compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr Z to accept or reject my decision before 17 January 2025.

Robert Short
Ombudsman