

## **The complaint**

Mr S complains about AXA Insurance UK Plc (trading as Swiftcover)'s handling of his motor insurance claim.

All references to AXA also include its agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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'm upholding Mr S's complaint for these reasons:

- AXA have paid out Mr S for his claim related loss, but he still had to pay an excess fee, he lost his no claims discount and his premiums increased
- AXA said it made Mr S's no claims discount available, which Mr S disputes, but it hasn't provided any information that shows me this
- AXA said it is not able to currently consider the claim under its uninsured driver promise until it has received the police report regarding the incident as it has to confirm the offending vehicle
- I can see AXA's uninsured driver promise says it has to confirm the make, model and registration of the third-party vehicle
- From what I can see from AXA's claim handling notes, Mr S has been able to provide the registration of the vehicle, but not the make and model. AXA have also confirmed the registration isn't insured
- While I appreciate the terms and conditions of the uninsured driver promise says it requires the make and model, AXA could reasonably obtain this information through simple vehicle searches
- AXA have shown me emails that show they have been chasing the police for the report, but I can see there have been some significant gaps between chasers
- I can also see the Police offered to release a type of redacted report to AXA. I asked AXA about why this wasn't sufficient or queried further, but it hasn't provided me with a response
- Mr S was also unhappy with other issue regarding AXA's handling of his claim. I can see there have been times AXA asked for information it already had, and the claim was previously closed in error and later reopened
- However. AXA have paid Mr S a total of £250 compensation in recognition of these service issues, and in the circumstances, I think that's reasonable as it fairly represents the inconvenience, he has been caused

## **Putting things right**

To put things right I direct AXA to:

- Refund Mr S his excess fee – it should also add 8% simple interest per annum from the date of settlement to the day the payment is finalised
- AXA said it reinstated Mr S's no claims discount. However, if it hasn't already done so, it should do it under the terms of the uninsured drivers promise. It should also provide proof of this to Mr S

## **My final decision**

My final decision is that I uphold Mr S's complaint.

To put things right, I direct AXA Insurance UK Plc (trading as Swiftcover) to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 February 2022.

Michael Baronti  
**Ombudsman**