

## **The complaint**

Mrs H has complained about her motorhome insurer AXA Insurance UK Plc. More than two years after her vehicle was damaged during a theft some repairs remain outstanding.

## **What happened**

Thieves attempted (unsuccessfully) to steal Mrs H's motorhome on 16 March 2020. No damage was done to the body work, but the engine became immobilised. AXA's approved repairer collected the motorhome on 26 March 2020, it was taken to a commercial vehicle specialist and Mrs H didn't see it again until 17 August 2020. When it was returned the engine wouldn't start, and the paintwork had been damaged – it transpired that the motorhome had accidentally been washed with a strong detergent designed for lorries.

Mrs H's motorhome was taken back to the repairers on 24 August 2020. On 3 September 2020 Mrs H was assured the vehicle was being worked on, but when she called for an update a couple of weeks later, she was told that wasn't the case. On 22 September 2020 Mrs H travelled to the garage to see what was happening. She found the motorhome parked at the back of the garage's lot, with clearly no work having been done on it to reinstate the paintwork. Into November 2020, following attempts to "T-cut" the paintwork damage and two resprays, the garage was keen to get the vehicle back to Mrs H. But she still had concerns about the paintwork, and the engine issues hadn't been resolved.

On 7 January 2021 the motorhome was returned to Mrs H. It was undriveable. In February 2021 AXA sent an engineer to assess it, and in March 2021 it went to a main dealer for a diagnostic and health check. The dealer sent a video report to AXA – which Mrs H says it lost twice. It was June when the issues reported by the main dealer were fixed – which left the paintwork issues outstanding.

In September 2021 AXA sent the engineer to assess the motorhome again – he reviewed the vehicle along with invoices and details of work that had been done since he'd last seen it. He concluded that the majority of mechanical and paintwork issues had been resolved. But recommended that four further repairs were necessary – and should be done by a different garage. Mrs H later told our investigator that he had also agreed that aluminium trims affected by the detergent in 2020 needed replacing. She said he was updating AXA with this detail. AXA paid Mrs H £750 compensation for upset caused.

Our investigator told AXA that it should do the four further repairs as recommended in the engineer's report and pay Mrs H compensation. When he spoke to AXA about the trims, it said it would paint them. But our investigator felt that was unreasonable because the trims hadn't been painted before its repairer damaged them. AXA agreed and made arrangements for a different repair network to collect the motorhome on 7 January 2022. Unfortunately though, the appointment had to be postponed as Mrs H contracted Covid.

When our investigator contacted AXA in January 2022 for an update it reverted to its original repairer, asking it to arrange to collect the motorhome for the further work to be done. The original repair network said it wanted the chance to investigate the matter as it believed all work had been completed by the original garage more than a year ago. AXA, in March 2022

told Mrs H that she'd have to sort the remaining repairs herself. Then, following contact from our investigator, it retracted that decision and agreed to pay more compensation (making the total due against the complaint £1,250, with £750 already having been paid by it). But the repairs weren't progressed.

In April the original repair network told AXA it was still reviewing matters, with its engineer reviewing the relevant reports. So, with the final repairs on the motorhome outstanding and AXA persisting with dealing with the original repairing network, the complaint was passed to me for consideration.

I felt the complaint should be upheld. And with AXA having already agreed – by consenting to the further compensation recommended by our investigator – to consider matters beyond its 2020 final response letter – I felt it made sense for me to consider everything to the point of the last update from AXA. So, I issued a provisional decision, the findings of which were made in respect of everything that had happened until 22 April 2022 (which was the date AXA last told our investigator that the original repair network was still reviewing matters). My provisional findings were:

*“upset and compensation*

*It isn't clear to me why the motorhome was sent to a garage specialising in commercial vehicle body repair and realignment work. And it seems that it having gone there has been the source for most of the problems Mrs H has then experienced because that garage washed the motorhome with an inappropriate substance which damaged the paintwork. Further, whilst that issue was trying to be resolved the mechanical issues were overlooked – and that meant the motorhome was stood inoperable for many months. That resulted in damage occurring necessitating further repairs. AXA did eventually agree to that work, and it was completed in June 2021. But only after involving an engineer, the home going to the dealer for assessment and (in total) several months of AXA considering its position. I don't doubt that was all very worrying and frustrating for Mrs H.*

*One of the main things I note from everything which has gone on is that following the attempted theft (in March 2020), Mrs H did not have use of her motorhome for fifteen months (until June 2021). And it was physically out of her possession for about nine of those months. I don't doubt how frustrating that was for Mrs H. I understand that having use of the motorhome was particularly important to her and she was completely prevented from using it as she normally would.*

*I know Mrs H also made several trips to the repairing garage during that time. As well as meeting with the engineer in February 2021. She then met with the engineer again in September 2021. Mrs H has had to accommodate various collections of the vehicle. She's also faced periods of inaction or pauses for deliberation by AXA. Not least of which occurred following the engineer's assessment in September 2021 and which was still ongoing a few weeks ago in April 2022. And this latest period of inaction/deliberation has caused confusion and upset for Mrs H too as she was told part way through she would now have to arrange for the remaining work to be done. I also can see no good reason why, with an engineer having confirmed what still needs to be done, and AXA having agreed to that, as well as to another repair network and garage to do that work, it has let things sit in abeyance for months whilst the original repair network completes a further review. I can completely understand how entirely frustrated and worn out Mrs H is by this whole situation.*

*In short I think AXA failed Mrs H in its handling of this claim. And that began right at the outset when it sent an immobilised motorhome to a commercial body shop repair specialist. And that was compounded by the poor and/or negligent work of that garage. The*

summarised result of which for Mrs H is that more than two years after her motorhome was damaged, she is still waiting for it to be fully reinstated.

I know Mrs H has concerns that the garage was using her motorhome, as she found dirty marks in the habitation area. She's asked several times for an explanation why anyone was in that area but received no reply. I can understand this was frustrating for Mrs H and it isn't clear to me why the area was accessed. But I don't think it would necessarily be unusual for a garage to complete checks on internal areas – or to think it necessary to perhaps air a vehicle that has been in its possession for a number of months. Of course, in doing that the garage should have taken care not to mark the interior. And I am satisfied, having seen before and after photos, that it was marked. Whilst I understand that has been put right, I've taken the frustration that caused Mrs H into account when setting my compensation award. But I don't think anyone was using the motorhome. I can see from the photos that a cuddly toy was misplaced – but that could have happened during transport. And the bedding in the comparison photos is still folded in a distinct way and doesn't seem to have been moved.

For the upset I'm satisfied Mrs H was caused by AXA's failures, I think it should pay her a total of £1,500 compensation. It has paid £750 already, so that leaves £750 for it to pay.

#### outstanding work

An engineer has determined that the following work is still required:

- 1) Replace the hinges on the right-hand habitation door.
- 2) Repair the lock on the right-hand habitation door.
- 3) Machine polish and wax the paintwork on the panel above the windscreen which still shows signs of damage from the inappropriate substance used by the original garage.
- 4) Reseal the roof joint which has leaked.

Mrs H has said that the engineer was also going to tell AXA about the aluminium trims. I haven't seen any communication from the engineer in this respect, but I see AXA did agree to doing more work on the trims. So I'm satisfied the engineer must have updated AXA as Mrs H said he was going to. Otherwise, if he hadn't, I don't think AXA would have agreed to doing any work on the trims. Whilst I see AXA has said it would paint them, like our investigator I'm not convinced that's a reasonable remedy. The trims weren't painted before, and they were damaged by AXA. AXA should be putting Mrs H, as closely as reasonably possible, back into the position she was before – and that means with the motorhome having undamaged and unpainted aluminium trims. So I think they should be replaced.

I also think that if the motorhome has suffered any internal damage due to the leak, this should be fixed by AXA. Mrs H believes the joint leaked as a result of the respray process. I'm not sure if that is the case. But it certainly occurred and was ongoing at a time when the vehicle was out of her possession. So she was unable to maintain it and wasn't aware when the leak first occurred such that she might have been able to forestall internal damage occurring. In the circumstances, I think it's reasonable to say AXA is liable for any internal water damage which has occurred because of this leaking joint.

I intend to require AXA to arrange for these final repairs to be completed via/by a different repair network and garage to those involved in the initial repairs. I'm also going to put a time requirement on that. If my final decision remains the same and Mrs H accepts it – within one month of the date on which we tell AXA Mrs H has accepted the final decision, it should arrange with her for the home to be collected and the work to be done. And if the motorhome needs to be driven to/from the repairing garage, AXA will have to cover the cost of fuel. Of course, if during that time, or after, AXA wishes to continue pursuing the original network and garage for reimbursement of any costs, it is free to do so – but that shouldn't delay the repair process for Mrs H.

*I know Mrs H still has concerns about the quality of the finish of the paintwork on the motorhome, including that some non-painted areas have been over-sprayed. However, in September 2021, with the exception of point 3, the engineer said the paintwork “had now all been completed to a satisfactory standard and no further action is required”. I’ve seen nothing since to challenge that view. So I can’t reasonably require AXA to either further assess the paintwork or complete further work to it.”*

AXA said it accepted my findings. Mrs H said she would – but that two issues had been missed. She said she’d made AXA’s assessor aware of a problem with a lock on the kitchen window and some bubbling and staining to the paintwork. She said AXA has agreed to replace the window lock and that the paintwork issue is very visible and needs rectifying. Regarding the repairs, Mrs H said she was worried they might take a while – she doesn’t want to face being without the motorhome for another full summer.

### **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.

With regret for any disappointment this will cause Mrs H – the most recent report from AXA’s assessor doesn’t confirm assessment of the kitchen window or the issues of bubbling to or staining of the paintwork that Mrs H has referenced in her response to my provisional decision. In fact, as I noted in my provisional decision, the assessor’s report from September 2021 confirms that the paintwork “*had now all been completed to a satisfactory standard and no further action is required*”. If AXA has agreed to fix the window lock, I’d expect it to honour that. But I haven’t seen that is the case and I’m not persuaded that, prior to 22 April 2022, with the exception of point 3 on the September 2021 report, there are any paintwork issues outstanding for AXA to rectify. So I won’t be adding these points into my direction made in respect of repairs for AXA to complete.

I understand that it is important for Mrs H to have the final work on the home completed quickly. With that in mind, as noted in my section below “*Putting things right*” (copied from my provisional decision), I’ve set a timeframe within which AXA should collect the motorhome and complete repairs.

### **Putting things right**

I require AXA to:

- Pay Mrs H a further £750 compensation (making £1,500 the total compensation payable against her complaint, as £750 has already been paid).
- Replace the hinges on the right-hand habitation door.
- Repair the lock on the right-hand habitation door.
- Machine polish and wax the paintwork on the panel above the windscreen which still shows signs of damage from the inappropriate substance used by the original garage.
- Reseal the roof joint which has leaked.
- Rectify any internal damage which has occurred due to the above mentioned leak.
- Replace the damaged aluminium trims.

If Mrs H accepts my final decision – within a month of the date on which we tell AXA of the acceptance, it will have to arrange to collect the motorhome and complete the work bulleted above, paying for fuel if it has to be driven to/from the garage.

**My final decision**

I uphold this complaint. I require AXA Insurance UK Plc to provide the redress asset out above at "*Putting things right*".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 8 July 2022.

Fiona Robinson  
**Ombudsman**