

The complaint

Mr G has complained about the poor service he received from AXA Insurance UK Plc when he made a claim under his car insurance policy.

What happened

Mr G made a claim to AXA in January 2021 as his car had been damaged. He reported damage to the roof and to the bonnet.

Mr G chased AXA for a date for an approved repairer (AR) to repair his car. In August 2021 Mr G complained to AXA as his car still hadn't been repaired.

AXA upheld Mr G's complaint. It said the delays were outside of its control but the AR should have better managed the situation and offered alternative options to Mr G. AXA paid Mr G £200 compensation for the distress and inconvenience caused.

Mr G's car was booked in for repairs in August 2021. During this time the AR provided Mr G with a courtesy car.

In October 2021 Mr G complained to AXA about the length of time it took to repair his car. In October 2021 AXA upheld Mr G's complaint and said a revised estimated date for repairs to be completed was 14 October 2021. For the delay it paid Mr G compensation of £50.

In February 2022 Mr G asked us to look at his complaints. He said he was also unhappy with the quality of repairs and had contacted AXA about his concerns. But he said AXA hadn't replied to him.

Mr G told us about his disabilities. He said he needed his car to drive to medical appointments and was without a car from January 2021 until his car was repaired. So Mr G said he had to ask family and friends for lifts. He says he had to replace the battery due to the length of time the car was idle as AXA advised him not to drive the car when he reported the incident in January 2021. Mr G says the compensation AXA paid him covered the excess so he doesn't feel he's received a fair amount of compensation. To put things right, Mr G wants the option to have an alternative garage inspect the repairs to his car as he's very unhappy.

In June 2022 our Investigator recommended Mr G's complaints should be upheld in part. He thought some of the delays were outside of AXA's control as they were due to staff illness at the AR and waiting for parts to be delivered. The Investigator didn't find any evidence to show Mr G had made AXA aware of his disabilities, so it could prioritise repairs to help meet his needs. However, he thought the impact on Mr G in light of his disabilities should be taken into account when considering the distress and inconvenience caused by AXA's failings.

So the Investigator recommended AXA increase the compensation it paid Mr G to £400. He therefore recommended AXA pay Mr G a further £150.

The Investigator found no evidence of poor repairs from AXA's notes and Mr G didn't provide any evidence to support this complaint. The Investigator said that if Mr G has proof of poor repairs, he should provide this to AXA so it can consider the matter. If Mr G remains unhappy with the outcome he can raise a new complaint.

Mr G didn't agree. In summary he said he should have been given the option to use an alternative garage. He and his sister spent a lot of time in calls to both the AR and AXA. His daily life was restricted as he had to ask his sister for lifts to appointments and help with basics like food shopping.

Mr G said the AR knew about his disabilities. He says his car lost value due to how long it was parked and not driven.

Mr G says the repairs were poor and provided a copy of an email from the AR to him in October 2021. Mr G says he made AXA aware of his concerns but it hasn't responded.

Mr G accepts that due to Covid 19 there were some delays in staff availability. But he believes AXA's service to him was very poor and he doesn't accept the Investigator's view.

So Mr G asked for an ombudsman to decide.

AXA accepted the Investigator's recommendation to pay Mr G a further £150 compensation.

I asked both parties for further information before issuing a decision. Both parties have replied and my comments on that are included in my findings below.

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.

For ease I've set out the complaints under headings below.

AXA caused a delay arranging for Mr G's car to be repaired

AXA's notes show it provided Mr G with contact details for the AR in February 2021. However, Mr G contacted AXA in August 2021 to complain as repairs hadn't started and he was unhappy with the lack of progress by the AR.

AXA said the delays were due to a shortage of experienced mechanics at the AR to carry out the repairs and waiting for parts to be delivered. Mr G's car was booked in for repairs in September 2021.

I can't see any evidence that Mr G made AXA aware of his disabilities. So I'm unable to say that AXA failed to prioritise his case to meet his needs.

I asked Mr G to provide proof of calls he made to AXA and the AR. I also asked Mr G why he believes his car wasn't driveable, given the damage reported was to the roof and a dent to the bonnet. I'd checked the engineer report and this described Mr G's car as being mobile. So I couldn't see anything to suggest his car wasn't roadworthy before repairs were carried out.

In response, Mr G says he doesn't have proof of calls made to the AR or AXA. He said AXA advised him his car might not be driveable when he reported the incident in January 2021 – and at a later date when his sister called.

Mr G has provided a copy of an invoice from a breakdown recovery agent in February 2021 where a callout was required and a replacement battery was needed.

I asked Mr G why recovery was needed if Mr G wasn't driving his car. He said his sister would start the car weekly while it was left parked. After a month the car wouldn't start and this is why recovery was called out.

I've checked AXA's notes and asked AXA if it had advised Mr G not to drive his car.

AXA says it has no record of discussing this with Mr G.

So based on the information available to me, I can't safely conclude that AXA advised Mr G not to drive his car. And so I've taken this into account when considering the overall compensation award and the impact of the delay which I'll address later in my decision.

Repairs completed in October 2021

I asked AXA to confirm the dates Mr G's car went in for repair and when it was returned to him – and whether Mr G was provided with a courtesy car during this time. AXA says Mr G's car was with the AR from 25 August 2021. AXA told us that Mr G's car was returned to him on 13 September 2021 and during this time Mr G had use of a courtesy car.

However, on 7 October 2021 AXA replied to Mr G's complaint about the delays repairing his car. In this letter, AXA apologised for the delay and said the estimated time for his car to be ready was 14 October 2021. For the distress and inconvenience caused AXA paid Mr G £50 compensation.

So the response from AXA doesn't seem to match the information in its letter to Mr G on 7 October 2021. It's therefore not clear to me when Mr G's car was returned to him. However, at some point in October 2021 Mr G contacted the AR as he was unhappy with the repairs. So this shows that Mr G's car was returned to him in October 2021. It's possible that the dates AXA refers to are a month out of time – as the dates seem to match if they were from 25 September 2021 to 13 October 2021.

In an email dated 14 October 2021 the AR responded to Mr G's concerns about the repairs. I asked both parties if Mr G has emailed the AR and if so, to provide a copy of the email. Both AXA and Mr G says they don't have a copy of an email. AXA understands the AR replied to a call from Mr G. So I don't have any evidence of what issues Mr G raised with the AR about the repairs in October 2021. Mr G has listed issues he's unhappy about in correspondence to us and this seems to be more than the points the AR replied to on 14 October 2021.

In response, the AR told Mr G they'd checked photos of Mr G's car before they began repairs. They disagreed that damage to the roof remained as Mr G had described. The AR apologised for the trims being slightly loose and offered to put this right. They asked Mr G to let them know if they should order new clips and that Mr G could drop by when the clips arrive for the AR to fit. So the AR said it would wait for Mr G to advise and it would order the clips.

I asked AXA to provide its notes of when Mr G raised his concerns with them about the repairs as well as asking Mr G for evidence of his calls to AXA and the AR.

AXA says it has no record of Mr G contacting it to say he was unhappy with the completed repairs from October 2021.

So from the information I have, I can't say that AXA failed to respond to Mr G's concerns about the repairs. And it seems the AR provided Mr G with options in relation to the repairs.

I have no evidence to show that Mr G raised a complaint about the repairs with AXA - and that it failed to respond.

However, it's clear that Mr G is unhappy about the quality of repairs. And so I think AXA should now look at this complaint and consider appointing an independent assessor to inspect Mr G's car and assess the issues he's raised about the repairs. If Mr G is dissatisfied with how AXA investigate this complaint, he can raise his concerns with AXA – and contact us if he remains unhappy.

The impact of AXA's poor service on Mr G

I can't see any evidence that Mr G made AXA aware of his disabilities – or that he was advised not to drive his car before it was with the AR for repairs. So it follows that I don't think AXA is responsible for the costs to have the car battery replaced while Mr G's car wasn't being used.

However, although there were restrictions during 2021 due to Covid 19, I think the delay caused by the AR was over and above what would be considered reasonable. And I think AXA should have been proactive in offering Mr G alternative options to have his car repaired. Mr G says a dealership garage was able to repair his car sooner.

AXA accepts it failed to provide alternatives to Mr G and it's AR caused a delay - paying Mr G a total of £250 compensation for the distress and inconvenience caused by its poor service.

As AXA accepted the Investigator's recommendation to increase the compensation to £400, taking into account the impact on Mr G, I think this is fair to reflect the delay AXA caused in arranging repairs to Mr G's car.

I understand Mr G will be disappointed with my decision. But based on everything I've seen; I think this is a fair outcome to resolve his complaint.

My final decision

My final decision is that I uphold this complaint and require AXA Insurance UK Plc to increase the compensation it paid Mr G to a total of £400 for the distress and inconvenience its delay caused him.

AXA Insurance UK Plc must pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 August 2022.

Geraldine Newbold
Ombudsman