

The complaint

Miss A complains about the repairs that AXA Insurance UK Plc made to her car after a claim made on her motor insurance policy. She wants her car fully repaired and compensation for her trouble and upset and loss of use. Miss A is represented in this matter by Mr M, a named driver on her policy.

What happened

AXA took Miss A's car for repairs, but nine months after it was returned the grill fell off. The car was returned to the garage and the grill was stuck on with tape. The garage said the part was faulty and it would pursue this with the manufacturer. Mr M declined to return the car to the same garage, so further repairs weren't made. AXA said it would continue to pursue the part's manufacturer, but it thought Mr M should also do so. It offered to pay Miss A £300 compensation for the trouble and upset caused.

But Mr M was unhappy with this. He said there was now an issue with the car's bumper and the garage had said this was due to a further impact. But he thought the garage was responsible for this and it hadn't taken photos of the car before repairs to show otherwise. He said the grill still wasn't repaired after a year. He thought AXA should offer further compensation. AXA offered £450 compensation and said it would continue to monitor and progress the claim. But Mr M said they would accept £1,000 and having the car repaired soon at a different garage.

Our Investigator recommended that the complaint should be upheld. She thought it was taking AXA too long to repair the car and it hadn't proactively progressed the claim. She thought it had confused the parties about what it and they should be doing. She thought it should act to resolve the issue with the bumper. And she thought it should increase its offer of compensation to £600 and consider Miss A's alternative travel costs, subject to evidence of them.

Mr M replied that they would accept £1,000, taking into account his lost earnings. But he wanted the car fully repaired with genuine parts at a different garage and a courtesy car.

AXA replied that it agreed that it should progress the repairs. But it said had offered to replace the faulty grill, and had obtained the part, but Mr M had declined this. It thought its offer of £450 was reasonable and it should consider travel costs up until the date it offered to take the car back for further repairs.

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.

I can understand Miss A and Mr M's frustration that their car wasn't repaired fully on the first occasion. I can see that this matter has been ongoing for some time and I was pleased to see that AXA is now acting to progress the repairs. It has authorised and instructed repairs

to be made at Mr M's choice of repairer. But I can also see that Mr M is setting conditions for this and these are unacceptable to AXA's repairers.

Mr M says that there are now further issues with the car and he also wants these repaired. It's not for me to deal with Mr M's claim. I can only consider AXA's response to his complaint and whether it has acted fairly and reasonably. From what I can see, AXA has told its repairer to look into the further issues and deal with them if they are accident-related. AXA is only responsible for accident-related repairs, so I think this is fair and reasonable. And so I think it's for Mr M to decide whether he wants the previously agreed damage to his car repaired or not. He can then raise a further complaint if he's unhappy with AXA's decision about further repairs.

I can see that it has taken a long time for the parties to reach this point. And I agree with the Investigator that, after the initial repairs, AXA hasn't acted proactively to progress the claim, as it should have done. And I think, from what I can understand of its notes, AXA has confused the parties involved about who was responsible for resolving the issues:

- AXA wanted Mr M to pursue the manufacturer because the replacement grill was faulty. But I think it's for AXA to guarantee repairs made at its approved repairer and I think it's for AXA to pursue the manufacturer if needed. It told Mr M it would do this, but then neglected to do so.
- The repairer sourced a replacement grill quickly, but Mr M refused to let it fit it. From the independent assessor's report, the repairer said the replacement bumper wasn't a genuine part and this had caused the grill to fall off. He said AXA had declined replacing the bumper with a genuine part. And, when inspecting the car, the repairer had broken a clip securing the bonnet. I can understand Mr M's reluctance to allow another repair when the underlying issue hadn't been addressed.
- After the initial repairs had been made, the claim was closed. And I can't see that AXA reopened it to deal with the rectification work until our service became involved.

When there is a dispute about repairs, we think an independent assessor should be instructed to resolve the matter. And I can see that AXA did this when the repairer and Mr M couldn't agree. He concluded with two recommendations:

"1. Renew front bumper cover and check all front bumper and front grille components for further damage upon stripping.

2. Renew bonnet stay clip."

And, because Mr M wouldn't return to the garage, he asked Mr M to obtain his own repairs estimate, which he did. The first garage had refused to pay for the repairs. But I can't see that AXA tried to resolve this issue with its approved repairers. So the estimate remained unauthorised for a further four months.

During this time, I can't see that AXA tried to communicate with Mr M. I can see that he was caused stress and frustration by this and by its earlier failures to communicate with him. He also said his partner, Miss A, felt unable to drive the car as she thought it was unsafe. As parts had already fallen from it, I can understand her reluctance.

When a business makes a mistake, as AXA accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

AXA increased its offer to Miss A of compensation for delays in the claim to £450. But our Investigator thought it should increase this to £600 to take into account that it had closed the claim and not reopened it promptly when the rectification was required.

I can understand that Mr M wants AXA to pay more compensation than this amount. But I think £600 is sufficient recognition of the impact its handling of the claim, its delays and poor communication has had.

To put things right for Miss A, I think AXA should continue to negotiate between the parties to make the repairs to Miss A's car as soon as possible. Mr M said they've received nothing in writing about the estimate being approved or the garage instructed, so some improved communication could be needed.

Miss A and Mr M have been without the use of their car for some time. AXA thought it should only consider this for the period until Mr M declined to use the garage to make the repairs. But, as I've said above, the independent assessor's report implies this wouldn't have been effective in any case. So I think this wouldn't have resolved the issue and Mr M shouldn't be penalised for it. To be fair, I think AXA should consider their costs for alternative transport from the date the car was returned for the replacement of the grill until the car is repaired, on production of reasonable evidence of these costs.

Putting things right

I require AXA Insurance UK Plc to do the following:

1. Expedite the repairs to Miss A's car that it has authorised and repair any other accident-related damage at a garage of Mr M's choice, as it has already agreed to do.
2. Pay Miss A £600 compensation for the distress and inconvenience caused by its handling of her claim.
3. Consider Miss A and Mr M's costs for alternative transport from the date the car was returned for the replacement of the grill until the car is repaired, on production of reasonable evidence of these costs.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require AXA Insurance UK Plc to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr M to accept or reject my decision before 29 August 2022.

Phillip Berechree
Ombudsman