

## **The complaint**

Ms I complains AXA Insurance UK Plc didn't handle a claim made on her motor insurance policy fairly.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the 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.

Ms I had a motor insurance policy with AXA. In late 2021 she had a road traffic accident. Ms I made a claim on the policy, which AXA accepted.

Ms I says she was led to believe her car would be considered a total loss, then later told it would be repaired. As I understand it, it took some time for AXA to decide what to do with the car as the full extent of the damage couldn't be determined until it had been stripped. When the extent of the damage was determined, AXA decided it would repair the car. I accept this may not have been Ms I's preference, but it was for AXA to decide how to settle the claim, and I don't consider its decision to repair the car unreasonable given the estimated cost of the repair compared to the market value of the car.

AXA doesn't think it misled Ms I over its intentions. Nor have I seen any compelling evidence to persuade me that it did. But AXA recognised (and I agree) that in the early part of this claim it could have provided clearer updates and managed Ms I expectations about repair timescales better. To apologise for the poor communication, AXA paid Ms I £150 compensation. I'm satisfied this sum fairly and reasonably reflects the distress and inconvenience Ms I was caused.

The policy allowed Ms I access to a courtesy car. However, Ms I wasn't provided with one for a 10-day period. AXA needed to compensate Ms I for this, and it did. It paid her £200 compensation for the distress and inconvenience not having a courtesy car caused Ms I. Ms I doesn't consider £200 enough as she says it would cost much more than that to hire a car for 10 days. I accept her point. But the compensation isn't meant to cover a financial loss as such - Ms I didn't hire a car at her own expense. Instead, it's to compensate her for the distress and inconvenience of having to make alternative transport arrangements during the 10-day period. I'm satisfied £200 fairly and reasonably compensates Ms I for this.

The road traffic accident was in November 2021. Ms I didn't get her car back until July 2022. That is a very long time. However, I'm not persuaded AXA knew how long the repairs would take when it first authorised them. I say this because the repairs were expected to be completed in late January 2022. This was later postponed to March, then May, then June and then July. I can understand why these continuous postponements annoyed Ms I greatly. But I'm not persuaded AXA (or its approved repairer) is directly responsible. I say this

because from the information available to me, repairs were ongoing but were held up by the need to wait for parts.

Delays in obtaining parts isn't AXA's fault. It follows that while I have a great deal of sympathy for Ms I having to wait so long for the repairs, I don't consider I can fairly and reasonably require AXA to compensate her in the way she has asked. I do, however, find AXA could have been more proactive in providing updates to Ms I. It has agreed to pay Ms I £150 compensation in recognition of this, which I consider fair and reasonable.

I'm aware Ms I has concerns with the quality of the repairs. That is a relatively new development and not something which was an issue when this complaint was brought to our service for an independent review. Nor, as far as I am aware, has AXA had an opportunity to look into the matter. I therefore won't comment on the quality of the repairs as part of this complaint.

### **My final decision**

I uphold this complaint and require AXA Insurance UK Plc to pay Ms I a further £150 compensation (if it hasn't already done so).

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

James Langford  
**Ombudsman**