

The complaint

Miss K complains about the way AXA Insurance UK Plc handled her claim following an accident.

Where I refer to AXA, this includes its agents and claims handlers.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- On 26 August 2022 Miss K was involved in a road traffic accident where her car collided with a crossing island on her way home from work. She called AXA the next day to report the incident and her car was collected by the authorised repairers on 1 September 2022. However, the courtesy car provided to Miss K was faulty and she didn't get a replacement until 14 September 2022.

The terms of the policy state that Miss K will be provided with a courtesy car following an accident while her car is being repaired by AXA's authorised repairer. So, she could reasonably expect to receive a useable vehicle when her car was taken in for repairs. But Miss K didn't receive a useable courtesy car until 12 days after her car had been taken for repairs.

I appreciate Miss K has said the return journey to and from her place of work cost her £60 per day in taxi fares when she was without a vehicle, but I'm not persuaded this was reasonable, as Miss K could have used alternative public transport although I accept this may have been more inconvenient for her. The terms and conditions say, "If a courtesy car cannot be arranged, we will repay your alternative travelling costs up to a maximum of £15 per day." So in the circumstances I'm satisfied AXA should reimburse her in line with the policy terms.

Miss K said AXA offered her £250 towards the costs of her travel expenses but I haven't been provided any evidence of this. Where the evidence is incomplete (as it is here), inconclusive or contradictory, I reach my decision on the balance of probabilities – that is, what is considered most likely to have happened given the evidence that is available to me, and the wider surrounding circumstances.

Miss K initially told us she had an email from AXA with confirmation of this offer however later she said this offer was made during a call with AXA. AXA haven't been able to provide us with the call recordings, but I have been provided a copy of its

internal notes and records and there is nothing to suggest this offer was made. So I'm not persuaded AXA made her an offer of £250 towards her travel expenses.

- Miss K had to chase to ensure her claim was progressed and she received very little in terms of meaningful updates on the repairs of her car. Miss K also encountered a number of issues with the repairs to her car, including incorrect coolant being added and repairs to damaged bodywork not being carried out.

When the repair was eventually completed the car was returned to Miss K around 24 December 2022, but it needed to be taken back for a further issue with the car boot door. The total time taken for Miss K to have her fully repaired car was almost four months from the incident.

I'm not persuaded that AXA handled Miss K's claim promptly. I say this because almost four months is an excessive amount of time to have the repairs completed especially when the repairers are ones selected and approved by the insurer itself. In addition, there was a clear lack of communication and urgency during this time, and it seems the claim was only progressed, and an update provided when Miss K initiated contact.

Considering everything, I agree with our investigator that AXA's poor service caused Miss K significant and prolonged inconvenience in what would already have been a difficult time for her. While I appreciate Miss K would have suffered some inconvenience in the process of dealing with a claim of this nature this was only exacerbated by the poor service. Taking this into account I'm satisfied that £500 is a fair and reasonable amount to compensate Miss K for the distress and inconvenience caused to her and it's in line with what I'd expect in these circumstances.

My final decision

For the reasons mentioned above, I uphold this complaint and require AXA Insurance UK Plc to:

- pay Miss K £180 for travel expenses incurred when without a courtesy car, and
- pay Miss K £500 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 11 April 2023.

Jag Dhuphar
Ombudsman