

The complaint

Mr C complains about how AXA Insurance UK Plc dealt with a claim he made on his motor insurance policy.

What happened

Mr C holds a motor insurance policy with AXA. When he mis-fuelled his car he made a claim. AXA accepted the claim and arranged for Mr C's car to be repaired. AXA arranged this to be carried out by one of its agents, who I'll call X.

X initially thought Mr C's car would be unrepairable and deemed a total loss. AXA let him know this, and as a result said a higher excess was due. But Mr C didn't think this was right because his car was working fine before he mis-fuelled it.

Mr C's car was repairable, so AXA arranged to repair it via X. While his car was being repaired, Mr C was provided a courtesy car. But when his car was returned to him, he noticed damage to it, which he felt was caused by X.

Who caused the damage was debated between AXA and X for some time, but eventually Mr C's car was taken in to have the damage repaired. But, unlike the first time his car was with X, he wasn't given a replacement vehicle. Both AXA and X said this was because of a national shortage of them.

Mr C wasn't happy with the whole experience. He's said it took a further six weeks to sort out the issues he felt X caused, and during this time he had to borrow cars from his family and friends.

Aviva acknowledged it could have done more and offered Mr C a total of £250 compensation. But Mr C remained unhappy, so he brought his complaint to us.

One of our investigators recommended it be upheld. He didn't think £250 was a fair reflection of the trouble and upset caused. He thought £400 was a fairer amount to pay Mr C.

But Mr C didn't think this was enough and asked for an ombudsman's decision. He thinks £800 would be an appropriate amount to compensate him.

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'm upholding it. In summary, I too find that £400 is a fair amount of compensation in the circumstances of this complaint. I understand this will disappoint Mr C. I'll explain my reasoning.

- The details of what's happened during this claim are known to both Mr C and AXA, they're not in dispute, so I'm not going to detail them in this decision. What is in dispute is the amount AXA need to compensate for the distress and inconvenience

caused.

- Mr C was given a courtesy car for the initial repairs. But he was also informed incorrectly that he'd need to pay a higher excess and his car would be written off. I imagine that caused some distress.
- Mr C's car was also damaged while in AXA's care, that too would cause distress. And he's been inconvenienced by being without a replacement vehicle for around six weeks while this work was being carried out. And even then, while it was returned in a roadworthy condition, not all the issues were resolved – furthering both the distress and inconvenience.
- I understand during this time Mr C had access to other vehicles from family and friends. So, I do think this does lessen the impact being without his own car had on him. But at the same time, I understand having to borrow one from family and/or friends is, in its own way, inconvenient. I appreciate too that Mr C says this impacted his family and friends. That may well be the case, but I'm only able to look at the impact AXA's actions had on him, not his family and friends.
- On the whole, I'm satisfied that a total compensation payment of £400 is fair and reasonable in the circumstances of this complaint.

My final decision

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

- Pay Mr C an additional £150 compensation – taking the total compensation to £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 March 2023.

Joe Thornley
Ombudsman