

The complaint

Mr G complained about how AXA Insurance UK Plc handled his car repair claim under his motor insurance policy.

What happened

After Mr G's car was damaged in an accident AXA agreed to have it car repaired by their approved repairers (AXA's garage). However they didn't fix his car properly at first, and it had to go back to the garage several times until it was fixed about seven months later. Mr G kept having to chase them to progress this and spent a lot of time on hold.

AXA accepted that there'd been delays on their part and paid him £175 in compensation. After he complained to this Service and our investigator became involved, AXA offered Mr G an additional £250 for the distress and inconvenience their service issues had caused. This made the total compensation £425.

The investigator recommended that the complaint be upheld because she thought there had been avoidable delays in AXA's repairing Mr G's car. But she thought AXA's additional compensation offer was reasonable and in line with what we would usually recommend for the level of inconvenience Mr G had experienced.

Mr G didn't agree and so the complaint was passed to me to decide.

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 don't intend to go into the detail of what was wrong with Mr G's car, because I think that's been fully canvassed in the information that Mr G and AXA provided.

Mr G felt that AXA had been negligent and unprofessional and that their failure to properly repair his car earlier allowed water penetration and damaged his car more. He had to drive with a black bag over his rear car door for months to prevent further water damage and so couldn't use that door. This was inconvenient for him and his children. He said he'd also spent hours calling AXA or waiting on hold. He wanted compensation of £1,250.

AXA did give Mr G a courtesy car while his own car was in for repair. However I can see that it would have been very inconvenient for him for the months he was driving his own car still unrepaired. And he found it frustrating because that situation was avoidable if AXA had listened to him to and acted on it earlier and dealt with it as they should.

However AXA have acknowledged this and offered Mr G compensation of an overall amount which, as the investigator has explained, is not out of line with our published guidelines for situations involving this severity of inconvenience and disruption and consumer effort to resolve it. So I don't think a total of £425 compensation is an unreasonable amount in these

circumstances. Although I can see that this will be disappointing for Mr G , I don't require AXA to pay more than that.

My final decision

For the reasons given above, my final decision is that I uphold the complaint.

I require AXA Insurance UK Plc to do the following:

- Pay Mr G additional compensation of £250 for the distress and inconvenience their actions caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 22 May 2023.

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

If AXA consider that they are required by HM Revenue & Customs to withhold income tax from that interest, they should tell Mr G how much they have taken off, and give Mr G a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.



Rosslyn Scott
Ombudsman