

The complaint

Mr B complains about AXA Insurance UK Plc's handling of his motor insurance claim. He says AXA's approved repairers caused damage to his vehicle.

AXA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AXA has accepted it is accountable for the actions of the agents, in my decision, any reference to AXA includes the actions of the agents.

What happened

In mid-2022, Mr B made a claim under his motor insurance policy with AXA after his vehicle was vandalised.

AXA arranged for repairs to be carried out by its approved repairers. After his vehicle was returned to him, Mr B complained that there was rust on the rear of his vehicle, which he said wasn't there prior to the vehicle being taken in for repairs.

AXA arranged for Mr B's vehicle to be inspected by an independent engineer. It told Mr B it would reinvestigate the complaint if the report was seen in Mr B's favour.

Mr B asked our service to consider the matter. Our investigator thought his complaint should be upheld. She recommended AXA arrange for rectification work to be carried out on Mr B's vehicle and pay him £100 for distress and inconvenience.

AXA accepted our investigator's outcome. However, Mr B didn't think the redress our investigator had recommended was enough to put things right. He raised some additional points about AXA's handling of his claim. He said there was a delay in AXA providing him with a courtesy car after his vehicle was taken away, which meant he'd had to pay for taxis. He also said that AXA had lost his vehicle and he didn't know where it was for about a month.

Our investigator looked into Mr B's additional points but didn't think AXA needed to do anything more than she'd previously recommended. She concluded that AXA had already paid Mr B sufficient compensation for the delay in getting him a courtesy car. She said she hadn't seen anything to show that Mr B's vehicle had been lost.

As Mr B didn't agree with our investigator's outcome, the complaint has been 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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

I can see that Mr B raised concerns about the quality of repairs to his vehicle after it was returned to him in November 2022. AXA's notes suggest the repairing garage disputed being responsible for the rust on the vehicle.

AXA arranged for an independent engineer to inspect the vehicle. The inspection was carried out in December 2022. According to the engineer's report, he reached the following conclusion:

"The spoiler requires removal and possible replacement as it may be distorted and the upper tailgate preparing and repairing of the affected areas. The original repairer has supplied images of the damage to the tailgate, of the spoiler and images of the vehicle condition prior to repairs. There are no images to suggest the corrosion to the tailgate edges are pre-incident. Therefore the Insured version of events may need to be accepted."

AXA has accepted our investigator's recommendation to carry out repairs in line with the engineer's conclusion. I think this is reasonable.

AXA has also agreed to pay Mr B the £100 our investigator recommended for distress and inconvenience. However, Mr B has told us that he doesn't think this is enough to compensate him for the poor service he received from AXA.

Mr B has expressed concerns that AXA didn't provide him with a hire car until about six weeks after he made the claim. From what I can see, Mr B didn't take out the courtesy car option with his policy. The terms of the policy only entitled Mr B to be provided with a courtesy car whilst his car was undergoing repair, subject to the repairer's terms and conditions.

It looks like AXA agreed to arrange a hire car for Mr B prior to repairs being completed due to his disabilities. However, the hire car company didn't have the specific specification of vehicle available for a couple of weeks. There was a further delay in a hire car being provided because Mr B didn't attend an appointment that had been made for him.

Mr B says he had to spend a lot of money on taxis while he was waiting for the hire car. He hasn't provided evidence of these costs. In any event, I'm not persuaded AXA is responsible for covering Mr B's travel expenses, given that the terms don't appear to have entitled him to the hire car. AXA has already paid Mr B £100 compensation for the delay in providing the hire car. And I think this fairly recognises the distress and inconvenience AXA is responsible for.

Mr B has also commented that AXA lost his car for around a month after it was taken from him. Mr B might not have been aware of the location of his car. But I haven't seen any evidence to suggest it had gone missing.

Having considered Mr B's additional points, I think the additional £100 AXA has agreed to pay him for distress and inconvenience it caused is fair. It was no doubt upsetting for Mr B to have his car returned to him in the condition it was. And he spent time on the phone trying to get it sorted out. I also think that AXA should have done more to resolve things sooner. There appears to have been around a two month delay in AXA receiving the engineer's report from its agents.

However, AXA has now agreed to arrange for rectification work on Mr B's vehicle to be completed. It's already paid Mr B £100 for the delay in providing the hire car, and I think an additional £100 is a reasonable amount to compensate him for the distress and inconvenience he experienced as a result of the poor repairs.

Putting things right

AXA should:

- Arrange for repairs to be carried out on Mr B's vehicle in line with the engineer's conclusion.
- Pay Mr B £100 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr B's complaint and direct AXA Insurance UK Plc to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 June 2023.

Anne Muscroft
Ombudsman