

The complaint

Miss K has complained about damage she says was caused by an engineer when her car was repaired. Miss K made a claim under her car insurance policy with AXA Insurance UK Plc.

Miss K has also complained about poor service, the courtesy car she received and delays she says AXA caused.

What happened

Miss K made a claim to her insurer, AXA for damage to her car to be repaired. Miss K complained that AXA had failed to arrange complete repairs to her car, and that the repairer had caused further damage.

AXA upheld Miss K's complaint in part. It agreed to carry out some of the repairs, but not all Miss K was claiming for. It paid Miss K compensation of £350 for the distress and inconvenience caused for issues with providing a replacement car (£150) and for its delay (£200).

Miss K remained unhappy and asked us to look at her complaint.

Our Investigator recommended AXA arrange for the remaining repairs identified by an independent engineer to be completed. She thought some of the delays were avoidable and so recommended AXA increase the compensation for this from £200 to £350.

She found that AXA had fairly compensated Miss K by paying £150 for the issues she had with a courtesy car and had arranged for the car to be changed to a larger vehicle to accommodate Miss K, outside of the policy terms. The Investigator agreed the repairs to the brakes and for pre-existing damage identified by the independent engineer (IE) did not need to be repaired by AXA.

So she recommended AXA increase the compensation by £150 to £500 in total.

AXA advised that Miss K's car has since had rectification repairs but is agreeable to having points 1, 6 and 10 from the IE's report to be further inspected to look to resolve for Miss K.

Miss K didn't agree. She said her car has been repaired. She isn't happy with the compensation as she says it doesn't reflect the impact of AXA's poor service.

So the case 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.

As Miss K was unhappy with the repairs carried out to her car, AXA instructed an independent engineer (IE) to assess the damage.

The IE found that some repairs needed rectification. However, he didn't find that all of the damage Miss K claimed for was caused by the repairer as he found some to be existing

before the claim. I appreciate that Miss K wants AXA to include repairs to the brakes due to the delays it caused, but that isn't something AXA is responsible for.

AXA accepts it caused delays and at times provided a poor service. I think it is reasonable of AXA to rely on the professional opinion of the IE who identified some rectification works were needed. I understand Miss K was provided with a more suitable courtesy car on two occasions while her car had been with the repairer. She said the car caused back pain for her - and she needed a suitable vehicle to take a relative to hospital appointments.

I understand that having to deal with the claim will inevitably cause disruption and take up some of our own time. However, I think AXA at times provided a poor service and caused undue delays in arranging for Miss K's car to be repaired and updating her on her claim. I appreciate Miss K has spent time making calls to AXA for updates while it was dealing with her claim. So I think AXA's poor service made an already disruptive time more inconvenient for Miss K.

In Miss K's email dated 19 April 2023 she says her car is repaired, but remains unhappy with the compensation award. AXA has reiterated that the issue with the brakes is not something covered under the policy - as mechanical failure is excluded from cover. As Miss K says the brake failure led to the incident in colliding with another vehicle, this means the brakes were damaged or faulty before the incident and not damaged by the incident. In relation to the remaining issues from the IE report, AXA says:

"The engineer has been in touch with (repairer's name inserted here), the original body shop who did the works to the customers vehicle. After the original repairs were done, the customers vehicle was not returned to them. The customer refused collection due to the issues with the workmanship. (repairer's name inserted here) kept the vehicle on site and after (IE's name inserted here), (repairer name) did in fact complete some of the work to try and resolve the issue.

From the (IE) report, which I have attached again for ease, (repairer) confirmed they dealt with items 2, 5, 7, 8 and 9.

In respect of items 3 and 4 they advised this was pre-existing and therefore would not deal with these items.

In respect of items 1 and 10 these are outstanding. Our engineer advises me we can look to get the vehicle back to (repairer) to try and get this rectified. From the description of the damage he has advised that initially we could look to try and polish the bonnet and door and this may resolve the issue. He anticipates it shouldn't be too hard to resolve these 2 items to an appropriate standard.

In respect of item 6, (repairer) did attempt to resolve this. From our engineers investigations into this he has advised that it's possible the roof rail can be polished but it might need a new roof rail.

In respect of item 11, (repairer) felt the work was to an acceptable standard. Evidently the issue is to do with a lip on the paint finish where the black meets the diamond cut on the alloys. (repairer) felt the only way to truly get the wheels to the standard the customer wants would be for replacement. However, this isn't really justified as the workmanship isn't poor, it's just not possible to get it as perfect as the factory finish. Our engineers view is that if the vehicle is brought back to (repairer) he would be prepared to arrange an inspection himself to see if he might be able to suggest a resolution."

AXA agreed that further efforts should have been made sooner to solve matters for Miss K.

It proposed to arrange for Miss K's car to be returned to the repairer for items 1, 6 and 10 from the IE report, along with further inspection of the alloy wheels (point 11).

In response, our Investigator clarified that she recommended all remaining repairs apart from the pre-existing issues (3 and 4) and possible brake failure (12) should be carried out by AXA, in recognition of the avoidable delays caused.

AXA in response said their engineer is broadly in agreement with the recommendations apart from item 11, which the engineer says wasn't convinced was done to a poor standard. However, it agrees to arrange for Miss K's car to be returned to the repairer and for items 1, 6 and 10 to be inspected by the IE and for the wheels to be checked if repaired to an acceptable standard.

Under the IE report, point 11 reads:

“Replace left hand front and rear alloy wheels. (repairer name inserted here) has agreed the wheels have not been refurbished perfectly, but is not willing to accept the cost of 2 new wheels and would require an additional authority to replace the wheels. This matter is left to your discretion.”

In light of the engineer's additional comments above on this issue, I think AXA's proposal to look at the alloys again is reasonable.

So to clarify, in line with the Investigator's recommendations - due to the delays caused by AXA - my decision is for AXA to carry out repairs under items 1, 6 and 10, rather than further inspect these issues.

I appreciate that Miss K doesn't agree the compensation is enough to put things right. But I think the repairs, with the additional £150 compensation I'm awarding, is a fair way for AXA to resolve Miss K's complaint. This brings the total compensation to £500 for the distress and inconvenience AXA caused Miss K.

My final decision

My final decision is that I uphold this complaint in part. I require AXA Insurance UK Plc to do the following:

- If it hasn't already done so, arrange for the remaining repairs to be carried out to Miss K's car in line with the IE's report for points 1, 6 and 10 and to further inspect the alloy wheels (11).
- Pay Miss K £150 in addition to the £350 compensation it's already paid. If it hasn't already paid the £350, to pay Miss K a total of £500 compensation for the distress and inconvenience caused.

AXA Insurance UK Plc must pay the compensation within 28 days of the date on which we tell it Miss K accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 22 June 2023.

Geraldine Newbold
Ombudsman