

The complaint

Mr J complains about how AXA Insurance UK Plc dealt with his motorhome insurance claim.

AXA are the underwriters (insurers) of this policy. Much of this complaint concerns the actions of their appointed agents (approved repairers). As AXA have accepted they are accountable for the actions of their agents, in my decision, any reference to AXA should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to both Mr J and AXA. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr J had a motorhome insurance policy with AXA. In July 2022 he had an accident involving a deer. He registered a claim against his insurance policy. AXA accepted the claim and arranged for repairs to take place. The initial repairs weren't to Mr J's satisfaction and he raised a complaint about this and the general service provided.

AXA accepted there were issues with the repairs following an inspection of the motorhome by an appointed agent of theirs. As Mr J's relationship with the initial repairer had deteriorated, he requested that AXA authorise a repairer of his choosing. AXA agreed to this and the repairs were fully completed by February 2023.

Mr J referred his complaint to our Service for an independent review. AXA then made an offer of £400 to recognise the impact their actions had on Mr J. Our Investigator recommended that this be increased to £600. As Mr J didn't accept, the complaint was then referred to me for a decision.

I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint for a final 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.

Both parties responded to my provisional decision and accepted my intended findings. Therefore, I've included my findings from that decision below and they form the basis of this, my final decision.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party. Although I will not comment or make a finding on every single point of dissatisfaction Mr J has raised, I've considered the overall impact on him here. As the deciding Ombudsman, I will decide what's important and what needs specifically addressed.

This doesn't mean I have overlooked parts of Mr J's complaint - it simply reflects the informal nature of our Service as an alternative dispute resolution scheme.

It's clear that Mr J has been extremely invested in both the claim and this subsequent complaint afterwards. Whilst I've noted his comments on file about wanting to speak to the deciding Ombudsman, I don't think that's necessary – given the evidence I have on file. In any case, it would typically be unusual for an Ombudsman to need to speak directly to either the complainant or respondent - as it helps us remain impartial.

I want to highlight to AXA that it appears they've not fully recognised the specific impact on Mr J here. This was not just a car/vehicle that Mr J used to get around in - this was effectively a second home to him and his wife after having only bought it as new only a few months before this claim event. Mr J is at a point in his life where he wants to be able to relax and enjoy things and the flexibility/freedom having a motor home offered. As a direct result of AXA's actions (the initial repairer) he was unfairly deprived of the use and enjoyment of his motor home for an unacceptable amount of time. AXA should read this point in conjunction with my remedy outlined at the end of this decision.

It's clear that the initial repairs failed to meet even minimum expectations and the photos provided support this. This will have been massively disappointing for Mr J. It's positive that AXA authorised a second repairer of Mr J's choosing, but the AXA approved repair report dated 27 October 2022 alongside the substantial remedial works (and costs) carried out by the second repairer really just supports what a poor job AXA's initial repair agents carried out.

As highlighted above, I won't be making a finding on every point of contention, but I find there were various failings in AXA's handling of the claim. For example:

- AXA accepted that there was an initial one month delay after they failed to arrange collection of the motorhome in September 2022.
- When the repair was initially happening, Mr J was the pro-active party chasing up what was happening.
- The issue of the additional/unexpected mileage when the motorhome was initially returned was poorly handled. Mr J had to wait a number of weeks for an explanation from AXA when this should have been cleared up much sooner and this caused a lot of avoidable worry and uncertainty for Mr J. A courtesy 'heads up' email would've avoided this problem.
- The issue of why Mr J's wife was called in relation to paying the policy excess was poorly handled once raised and a simple explanation would've helped resolve this point much quicker. I have weighed this up against the contact note from 1 September 2022 which seemingly referred to his wife being authorised if needed.
- It's clear that the apparent access to, or use of, the living quarters of the motorhome by the repairers caused annoyance and unanswered questions for Mr J. When I factor in alleged unhelpful comments from another AXA agent (the repair report author) about the repairer possibly liking to 'listen to the radio at lunch', I can understand why Mr J was upset at the thought of the repairer accessing additional areas of the motorhome - if they had no real justification in doing so.

There are other points that have been raised such as the motorhome potentially being left outside and uncovered for an extended period of time. But I'm satisfied that no evidence has been provided to show that no further or remaining damage occurred as a result of this.

Putting things right

- AXA Insurance UK Plc need to pay Mr J a total of £1000 compensation (initially they offered £400 and our Investigator recommended £600). I consider £1000 to be fair, reasonable and proportionate - relative to the impact of AXA's actions on Mr J.

I've considered Mr J's request for around £1500, but having considered the overall impact and all of the evidence provided by both parties, I find £1000 to be fair. I note AXA Insurance UK Plc have repeatedly referred to an initial one month delay. But I've considered the overall time taken here alongside the service they've provided.

- AXA Insurance UK Plc will also need to (if they haven't already done so) reimburse Mr J for the cost of fuel that was used (approximately 96 miles) when the initial repairer took the motor home to have the wheels aligned. This should be done at today's prices.

A website such as this <https://www.gocompare.com/car-insurance/fuel-price-calculator/> should result in a fair calculation.

- AXA Insurance UK Plc need to reimburse Mr J for his fuel costs related to him taking the motorhome from his home address to the second repairer in Glasgow. AXA Insurance UK Plc can use a resource such as this <https://www.racfoundation.org/data/uk-pump-prices-over-time> to calculate the cost to Mr J. 8% simple interest per annum should also be added to this amount from the date the trip was made until the date settlement is made.

Although this was Mr J's chosen repairer, given that the second repair was only needed due to the failings of the AXA Insurance UK Plc appointed repairer initially, this award of simple interest reflects that Mr J will have been out of pocket for this cost – even if it's a relatively small amount.

My final decision

My final decision is that I uphold this complaint. I direct AXA Insurance UK Plc to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 December 2023.

Daniel O'Shea
Ombudsman