

The complaint

Mr L complains about the poor quality of repairs to his vehicle by his insurer AXA Insurance UK Plc following a claim against his car insurance policy.

What happened

Mr L's car was sent for repairs by his insurer AXA Insurance UK Plc (AXA) after he was involved in a non-fault road traffic incident in June 2022. He was unsatisfied by the service he received and specifically complains that:-

- his car repairs took more than five months to complete
- he had to purchase a new car for work after being left without a hire car
- his car was returned with paintwork that didn't match the rest of the car
- the repairs were not completed satisfactorily
- they returned the car with no fuel
- the nozzle needed to refuel his car was missing
- the SD card for the Satellite Navigation was missing
- he had to buy a new charger after his car was returned with a dead battery
- the battery subsequently needed replacing
- one of his car keys wasn't returned

To resolve his complaint, he would like to be compensated for the poor customer service he received and his car repairs to be done.

In their final response letter, AXA rejected Mr L's complaint. They offered to blend the paintwork but refused to cover the cost of recovery charges and said it was his responsibility to arrange appropriate transportation to the garage for the work to be done. As they didn't uphold his complaint, he brought his complaint to this service.

Our investigator considered the complaint and upheld this in part. She didn't uphold Mr L's complaint about the courtesy car, missing items, the flat battery or the fuel. In terms of the repairs, AXA had already agreed to correct the visible colour difference in the paint but added, because they were responsible for these repairs, they should arrange for the car to be transported themselves and upheld this part of the complaint. She awarded Mr L £150 compensation for the repairs, delays and service provided.

Mr L didn't agree with this outcome, so this has come to me 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.

Having done so, I will be upholding this complaint and for broadly the same reasons as the investigator. I will explain further.

My role here is to consider the evidence to establish if there has been any wrongdoing on AXA's part and if so, to put Mr L back in the position or as close to as he would have been had it not been for the error. My role is not to punish a business or tell them how they should operate. Any ongoing issues in relation to the way the business operates should be referred to the regulator, the Financial Conduct Authority (FCA).

Mr L's complaint about delays in repairing his car as well as why the car was repaired instead of deemed a total loss has already been considered under a separate complaint and awarded £200 compensation, so I won't consider these points here again. He also recently confirmed, the loss of the original key has been resolved so there is nothing further for me to add.

Mr L complained his fuel tank was returned empty when he says it was a full tank before the car was sent for repairs. The evidence I've seen doesn't seem to support this. The images provided before repairs were done shows the fuel gauge was less than a quarter of a tank. As I've not seen any evidence to support Mr L's claims, I am unable to uphold this part of the complaint.

In relation to the missing items Mr L mentions, the SD card and fuel nozzle, AXA say there were no reports of any missing items nor has anything been located after the repairs. Whilst the image shows the SD card was available at some point, it isn't evidence that it has gone missing whilst the car was in AXA's care for repairs.

The garage also confirmed there is an anti-siphon cap on the fuel so it can't be filled with a can. In the absence of any evidence that the fuel nozzle was in the car before the repairs or that it had gone missing whilst the car was in AXA's care I am unable to make any finding on this point.

Mr L's car was SORN off the road when it was returned to him in November 2022. As it had not been driven for several months, I can see why this could have led to potential issues with the battery. Equally issues with the battery may have been caused by the car being left unused when it was in repairs. In the absence of any evidence to confirm either way, it would be impossible for me to make a determination on this point. What doesn't help the situation is that Mr L took until end of February 2023 - several months after delivery of the car to report any issues. On balance, I am not persuaded any wrongdoing on AXA's part has been established.

Mr L says AXA failed to provide him a replacement car while his car was being repaired but I'm aware he was provided a replacement car by his broker until he purchased a new vehicle. I appreciate the claim was still on going at this point, but if he was already in use of a replacement car, I wouldn't expect AXA to also provide a car because he already has access to one – which is the prime purpose of being given a replacement car by his insurer. Unless Mr L contacted AXA to say he needed a replacement car – which I have seen no evidence of, I can't see that they've done anything wrong here.

In terms of the quality of repairs and colour variation of the paintwork, I agree with Mr L. The pictures I've seen clearly show a difference in colour after the car was repaired. Whilst AXA accept there was a colour difference, they explained this by saying the same paint dries differently depending on whether it is on metal or plastic. However, they agreed to blend the colours, so the car needed to go back to the garage.

AXA's refusal to pick up the car because it was too low to fit on their truck is understandable but given that the car needed to go back to the garage for corrective work which AXA had agreed to do, it wouldn't have been unreasonable for Mr L to expect this would be arranged by them. I think expecting Mr L to arrange this would be unfair and I see no reason why he

should have to bear the cost of any recovery or transportation especially when repairs of the vehicle are AXA's responsibility. I am aware, AXA did subsequently arrange appropriate transportation for the car to be taken to and from the garage to enable the agreed works to be done.

Putting things right

After the first set of repairs were completed, to face further ongoing issues with repairs that were necessary because it was done below the expected standard would have added to the distress Mr L suffered. In addition to this, there is also the inconvenience and distress involved in being told he would have to bear the cost of the transportation. With this in mind, it is fair and reasonable that AXA should pay Mr L £150 for the distress and inconvenience he's suffered.

My final decision

For the reasons given above, my final decision is that I uphold this complaint against AXA Insurance UK Plc. They should pay Mr L £150 compensation for the overall distress and inconvenience caused, with consideration made to any amount paid since the investigators view.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 8 March 2024.

Naima Abdul-Rasool
Ombudsman