

## **The complaint**

Mr S complains that AXA Insurance UK Plc declined his claim made on his motor insurance policy for damage caused to his motorhome whilst he was abroad.

## **What happened**

Mr S hit a manhole cover whilst driving abroad and he called his roadside assistance provider for help. The van was recovered to a garage abroad and Mr S said it caused further damage whilst undertaking repairs. Mr S returned to UK and had his van repaired. He then made a claim to AXA for his costs. AXA wasn't the underwriter of the roadside assistance cover. AXA declined Mr S's claim as it said it couldn't now establish if the damage reported was due to an insured event. But it paid Mr S £100 compensation for delays in the claim.

Our Investigator didn't recommend that the complaint should be upheld. He thought AXA wasn't responsible for damage caused by agents of the underwriter of Mr S's roadside assistance. He thought Mr S had prejudiced AXA's position by having the van repaired before it could inspect the damage. He thought AXA had reasonably considered the available evidence and declined the claim. And he thought its compensation for service failings was fair and reasonable.

Mr S replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. Mr S said AXA didn't have staff abroad who could have inspected the van in the garage following the breakdown.

## **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.

Mr S has provided his recollection of his van's breakdown whilst he was driving abroad. He said his wheel fell down a manhole and damage was caused to the van's engine. He called the number provided on his policy documents for assistance and the van was eventually recovered to a garage. This garage stripped the van's engine but didn't repair it. Mr S said some parts were damaged during this procedure.

Mr S then had his van repatriated and repaired by his usual garage. This was very costly, and Mr S made a claim for these costs from AXA. I can understand that Mr S feels frustrated that AXA has declined to reimburse him for his repair costs. He has explained that this has affected him financially. And I was sorry to hear this. And, from listening to his calls with AXA and reading his testimony, I can understand this has been a stressful and frustrating experience for him.

Mr S's comprehensive insurance cover for his motorhome was underwritten by AXA. But he also had bought optional extras including breakdown cover that was underwritten by a different insurer. When Mr S's van broke down, he called his breakdown cover provider for assistance. And I can't reasonably hold AXA responsible for the actions of these agents.

AXA declined Mr S's claim as it said it couldn't establish that the engine damage had been caused by a single traumatic event. It thought there was evidence that the initial damage was due to wear and tear and that the further damage was caused by the garage abroad,

and this wasn't covered by Mr S's policy. And I can see that wear and tear is a specific exclusion from cover stated on the policy's Insurance Product Information Document (IPID).

We're not engineers. We don't assess whether how or damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for repairs.

AXA was unable to inspect Mr S's car because he had it repaired before he made a claim on his policy. So its engineers considered the photographs and repair documents he provided. I note that these list the repairs needed and comment on previous poor workmanship. AXA also identified from the photographs areas where there had been significant deterioration over time. So AXA thought the damage was more likely to be due to wear and tear and damage caused by the garage abroad rather than hitting the manhole.

Mr S disagreed and he was concerned that AXA thought he had hit a pothole. And it thought a significant impact would also have cracked the sump whilst Mr S said this was protected by a metal bar. When there is a dispute about repairs we think it's good practice to instruct independent engineers to resolve the matter. And I can see that this is what AXA did.

But Mr S declined to have the van inspected because he said the engine had already been repaired. And so I think the instruction was reasonably withdrawn as there would be nothing for the engineer to examine.

I can see that AXA's notes refer to a "manhole" rather than a pothole, so I don't think this error affected the claim outcome. And I think AXA's engineers reasonably tried to identify claim-related damage from the information Mr S provided, but they weren't able to do so.

Mr S said AXA doesn't have anyone abroad who could have inspected the van before it was taken for repairs. But Mr S didn't contact AXA to check this, and I've seen that insurers do have agents that undertake inspections where they don't have staff based locally.

Wear and tear and rectification of poor workmanship carried out by a non-approved garage aren't covered by the policy's terms and conditions. I can't see that Mr S has provided any further expert evidence for AXA to consider. So I think AXA justified its decision to decline the claim after reasonably considering the evidence available.

AXA paid Mr S £100 compensation for its delays in its engineers considering the evidence. I think that's fair and reasonable as it's in keeping with our published guidance where an error has caused frustration. I don't require AXA to do anything further.

Our Investigator has already suggested that Mr S should consider raising a complaint against the provider of his breakdown cover about the service provided at its garage.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 May 2024.

Phillip Berechree  
**Ombudsman**