

The complaint

Mr T complains about AXA Insurance UK Plc's handling of claims he made under his motor insurance policy. He is unhappy with the quality of repairs carried out by AXA's approved repairers.

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 late 2021, Mr T made a claim under his motor insurance policy with AXA after his car was damaged in an accident. Mr T raised a number of concerns about AXA's handling of his claim and the quality of repairs carried out by its approved repairers. His vehicle was returned for rectification work several times. Mr T was offered a cash settlement for certain aspects as well as compensation for distress and inconvenience. He brought a complaint to our service which was decided by an ombudsman in July 2023.

While his complaint was ongoing, Mr T's vehicle was involved in another accident, so he made a second claim under the policy. AXA arranged for the car to be taken to an approved repairer to repair the damage from the second accident and carry out some rectification work on previous repairs.

Mr T made several further concerns about the quality of repairs that had been carried out by AXA's repairers and the customer service he'd received.

AXA issued a response to Mr T's complaint in October 2023. It said a technical manager had inspected his vehicle and had signed off all work being completed to standard, and this had been confirmed in a detailed report. The report also showed all paintwork thickness being to standard.

AXA acknowledged that the incorrect coolant had been put into Mr T's vehicle. But it said the repairer had flushed the system and replaced it with the correct coolant, so no further action was required. It said it would be paying Mr T £50 to compensate him for the distress and inconvenience this matter had caused him.

AXA also paid Mr T £100 for poor communication regarding the impact of his second claim on his no claims discount at renewal.

Mr T remained unhappy and asked our service to consider his complaint. He felt there were a number of outstanding issues with the repairs and the vehicle had been returned to him in a poor condition.

Mr T provided a copy of an independent engineer's report regarding issues with the bodywork and information from the manufacturer's dealership who had diagnosed an issue with the car's wiring. These reports were also shared with AXA.

I issued a provisional decision on 15 May 2024, where I explained why I intended to uphold Mr T's complaint in part. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold Mr T's complaint in part. I'll explain why.

I've considered everything Mr T has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr T I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Parking sensor fault and wiring

Mr T says one of AXA's approved repairers recommended the wiring loom be replaced but AXA refused. He says repairs were carried out using parts that weren't genuine manufacturer parts. He says there have been multiple issues with the electrics, including with the parking sensor.

The policy's terms and conditions say:

"We may choose to repair your car with recycled parts, where appropriate. Parts used may not have been made by your car's manufacturer but will be of a similar standard. All repairs carried out by our approved repairers are guaranteed throughout the time that you own your car."

I appreciate Mr T has concerns that AXA's repairers may have used parts that weren't made by his car's manufacturer. However, the policy's terms and conditions allow it to do so.

Mr T arranged for the manufacturer's dealership to carry out some tests to determine the issue with the parking sensors. These were carried out in January 2024. Mr T has provided a copy of the invoice from this investigation which has also been shared with AXA.

Under 'description of goods / services' it says:

"Carry out investigation into parking sensor fault. On inspection found fault logged for o/s/f inner Parking sensor.

Removed front bumper and found corrosion in wiring harness plug from parking sensor loom to main wiring harness...

We would recommend the replacement of the Main Wiring harness and Front bumper harness.

See Vehicle Health Check enclosed."

There is another page showing the estimate of repairs which come to almost £3,500.

Mr T has also provided some photographs of the wiring from the dealership's inspection.

Our investigator asked Mr T for a copy of the full report from the dealership, but he said all he'd received was the invoice and estimate.

While the dealership's report shows there is damage to the wiring as a result of corrosion, it doesn't give an opinion as to why this might have happened. Mr T says the dealership told him that the damage was due to it not being fitted with a waterproof connector which was manufacturer approved. However, I haven't seen any evidence to support this. Nor have I seen any other evidence to show that the issues with the wiring were due to the claim related accidents or repairs. So, I'm not persuaded that AXA is responsible for repairing or replacing the vehicle's wiring harness.

Other issues

Mr T has raised a number of other concerns regarding repairs to the body of the car. He's provided a report from an independent engineer who assessed his vehicle in November 2023.

Our investigator recommended AXA arrange for the following issues to be rectified based on what was in the report:

- *Paint around parking sensors and parking sensors not being flush with the bumper.*
- *Front lower apron decal not flush with the bumper.*
- *Paint finish on front bumper below average.*
- *Front lower grille insert loose.*
- *Nearside front wing, orange peel to paint.*
- *Fuel flap marks.*

AXA disagreed with our investigator's recommendations and provided further commentary. It also referred to images taken by the repairer on completion of the most recent repairs.

I have considered all of AXA's engineer's comments and reviewed the images available to me. However, it's very difficult for me to determine whether or not these defects were present in the photographs. There are reflections on the car on many of the images and the pictures become distorted when zooming in.

AXA has suggested that the engineering company Mr T instructed may have been known to him in a different capacity. I've seen no evidence to show this. But in any event, I haven't seen anything in his report which suggests to me that the engineer didn't act impartially when inspecting Mr T's vehicle.

AXA says its engineer's profession opinion was that the parking sensor and the front apron decal fitments were commercially acceptable. But he'd said that the manufacturer's dealership could comment on this when checking the parking sensors.

I appreciate the manufacturer's dealership hasn't commented on this. But the reason Mr T took the car into them was to investigate the parking sensor / wiring faults. So, I don't think they would have found it necessary to comment on whether or not the fittings were flush. The independent engineer commented that "the front bumper was painted with pearlescent black paint and the rear bumper was painted with solid black paint. The paint finish on the front bumper was below average."

AXA disagrees that the paint finish on the front bumper needs to be rectified. Its engineer has commented that the front bumper was painted blue mica matching the front of the vehicle, not black. AXA believes the paint finish is in line with images obtained from the internet from the manufacturer as well as a second-hand example for sale, which shows a high level of orange peel.

As far as I can see, the front bumper appears to be blue in the images from the repairer and from the independent engineer. However, I'm not persuaded by AXA's engineer's comments that photographs from the internet support the paintwork being up to standard. It looks like there is a reflection from the road in the picture of the new car. I appreciate there appear to be some marks on the second hand car, but I don't think this shows the paintwork on Mr T's car was completed to a satisfactory standard. Given the independent engineer's conclusion that the paint finish on the front bumper was below average, I think it would be fair for AXA to arrange for this to be corrected.

AXA has made similar comments regarding the paintwork on the nearside front wing. I think it would be fair for AXA to put this paintwork right for the same reasons as above.

AXA's engineer has commented that the lower grille insert was secure at its engineer's final inspection. The engineer hasn't specifically commented about the security of the grille in his final report from October 2023. The independent engineer commented that it was loose when he inspected it just a month later. There's nothing to suggest any other incident occurred in that timeframe. So, on balance I think it's likely this wasn't fitted properly, and I think it would be fair for AXA to arrange for this to be put right.

The independent engineer's report says the fuel flap displayed two marks where the paintwork was not finished properly. AXA says there were no marks to the fuel flap present at its engineer's final inspection and the images from the repairer confirm this upon completion of the repairs. I can't see from the images whether these marks were present or not. But I think it's unlikely these marks would have appeared for a different reason in the short time frame between the two inspections. As the independent engineer has commented that the defects were due to the paintwork not being finished properly, I think it would be fair for AXA to arrange for this to be rectified.

AXA has also commented that the independent engineer doesn't appear to have used a paint micrometre during his inspection. It says it fails to see how he can comment on what areas have been painted and which have original factory paint finish and readings. It says AXA's engineer did take paint thickness readings at the time of his inspection to confirm what panels had and had not been painted.

AXA's engineer has commented that some of the paintwork the independent engineer has commented on wasn't completed by its repairers. However, the engineer hasn't disputed that its repairers completed paintwork on the specific areas our investigator recommended be rectified. So, this comment hasn't made a difference to the conclusions I've reached about the rectification work that should be carried out.

Mr T says the rear bumper valance that had been replaced by one of AXA's approved repairers was painted by the most recent repairer. He says the part was pre-painted and painting it has meant it is not up to the standards of his finance provider.

The list of repairs on the report from the most recent repairer includes "rear bumper skirt repair painting" which suggests that this part was painted. However, I haven't seen any evidence to show that this wouldn't be acceptable to Mr T's finance provider.

Mr T has listed around thirty issues which he believes AXA is responsible for correcting. I won't be commenting on these individually. Having reviewed the information available to me, I don't think there is evidence to support AXA being responsible for rectifying issues other than the ones I've already mentioned.

Cost of reports

Mr T feels AXA should reimburse him for the costs of the manufacturer's dealership report and the independent engineer's report.

AXA says it's not willing to reimburse Mr T for the cost of the reports. It says it offered to pay for the manufacturer's dealership report at the start which Mr T declined.

I can see that Mr T made AXA aware that a parking sensor fault was coming up on his dashboard in October 2023. AXA said he should get the vehicle booked into a manufacturer's main dealership so they could complete a full diagnostic. AXA told him he would need to advise when it was booked in so it could pay for the report and its engineers could discuss the issue directly with the engineer.

After some further correspondence with AXA, Mr T said he'd booked the car in. He said he was paying for the report himself and if AXA contacted the dealership, this would be a breach of data protection. AXA said it had offered to pay for the report to get to the bottom of the issues with the parking sensors. If the report said it was as a result of a claim / repair it would need access to the report to take any action.

I'm satisfied from what I've seen that AXA did initially agree to pay for the diagnostic report from the manufacturer's dealership. It also confirmed to Mr T that it had spoken to the dealership and had agreed to pay them directly. However, Mr T decided he didn't want AXA to be involved in any discussions with the dealership regarding the electrical issues and chose to pay for the report himself. Moreover, the information from the manufacturer's dealership doesn't show that AXA is responsible for these issues. So, I don't think it would be reasonable to expect AXA to reimburse Mr T for the cost of the manufacturer's dealership's report.

However, the report from the independent engineer Mr T instructed does support there being some issues with repairs to the bodywork. So, I think it would be fair for AXA to reimburse him for the cost of this report. Mr T has provided a screenshot showing the cost of this was £276.

Distress and inconvenience

Mr T says the issues with his car repairs have been ongoing since 2021. He says this caused him a relationship breakdown and mental health issues.

I understand Mr T has been unhappy with the quality of repairs to his car over a long period of time. I'm aware he's been awarded compensation for distress and inconvenience for previous complaints he's raised.

In my decision, I've considered the complaint that Mr T raised in October 2023 and the condition of the car when AXA's engineer said repairs had been completed to a satisfactory standard.

I appreciate Mr T has found it upsetting that his car was returned to him in what he believes to be a poor condition. AXA had an obligation to ensure repairs to Mr T's car were of an adequate standard. However, I wouldn't expect a repairer to put the car into a showroom condition. I understand that Mr T's vehicle was in a good condition prior to the accidents. But the car isn't brand new and has been involved in two accidents. So, I don't think it's reasonable to expect the car to be in a perfect condition.

Mr T has made a number of comments about repairs not being up to the standard of the finance provider. But I've seen no evidence to support this. While the quality of repairs might not meet Mr T's own standards, this wouldn't necessarily mean they were inadequate.

I've explained that I'm not persuaded that AXA is responsible for rectifying all of the issues Mr T says are still present. While I am persuaded, on balance, that some rectification work needs to be carried out, these are for fairly minor cosmetic issues. So, I'm not persuaded that the vehicle was left in such a poor condition that it would impact Mr T's reasonable enjoyment of it.

I think Mr T has been caused some frustration from the below standard repairs and this was likely to have had a bigger impact on him because of issues he'd had with previous repair work. But I think the £200 our investigator recommended reasonably recognises the distress and inconvenience Mr T experienced for matters relevant to this complaint. So, I don't intend to award compensation above this."

I set out what I intended to direct AXA to do to put things right and I gave both parties the opportunity to provide their comments and further information for my consideration.

Mr T said there was a mistake in the report he'd provided from the independent engineer regarding which bumper's paintwork was below average. He said there was an invoice from AXA showing it paid for a brand new rear valance in factory piano black as this comes pre-painted. When it went to the body shop they painted it by mistake and left some damage on the passenger side to the paint work which had chipped off due to poor paint preparation and fitting. He said he would be speaking to the engineer about the report as it seemed it had not been done correctly.

Mr T said the wiring loom for the parking sensors was crushed. AXA had repaired the wiring loom, but it hadn't worked since the car had been returned to him. He said he was stuck with a car with faulty parking sensors and the car can't be returned under the PCP agreement until it's repaired.

Mr T provided an email from the main dealership who had diagnosed the issue with the parking sensors in January 2024. This said the corrosion damage found to the connector was caused by water ingress. It looked like the connector had a seal around it to stop water ingress. However, the connector was not a genuine manufacturer part and it had failed to stop ingress into the pins. They believed the seal on the connector had failed which had caused the corrosion and faults on the vehicle.

We shared this information with AXA and asked for its comments.

AXA said the wiring connector had been replaced by an electrical specialist at its approved repairers. It said they fully tested the front wiring from the connector back to the dashboard and found no continuity issues. AXA also commented that it found the dealership's diagnosis of corrosion unusual due to the length of time from fitting (September 2023) to diagnostic (January 2024). It said if the electrical pins were corroded it would be covered under the warranty given by the specialist subject to it not being tampered with.

AXA said regarding the other points I'd raised, it appreciated there was a difference of opinion with the independent engineer and its engineer. To close the complaint, it would therefore agree with my findings. It suggested that the rectifications be settled on a cash in lieu basis at ABP retail rates so Mr T could choose a repairer to get the work completed at his own convenience. It provided an assessment of the rectifications based on my findings totalling £1,134.22 + VAT. It said cash in lieu should be excluding VAT as no repairs had been completed. Mr T would need to submit an invoice for the rectifications including any VAT for reimbursement.

I commented that Mr T had first made AXA aware of an issue with the parking sensors in October 2023, shortly after his car was returned to him. I asked if AXA would be willing to increase its cash settlement offer to cover the cost of replacing the main wiring harness and front bumper harness as recommended by the dealership, or if it would prefer for rectification work to be carried out by one of its approved repairers.

AXA said its engineers had investigated again and didn't think the images Mr T had provided were fully conclusive of corrosion. It said a main dealer will always suggest replacement parts as they don't have electrical expertise on site. However, the watertight wiring connector to the front bumper harness was replaced by a specialist, the continuity of the electrical circuits was thoroughly tested with no issues when the vehicle left AXA's approved repairers.

AXA said there were no issues with the wiring harnesses as the front bumper harness was replaced with a new part and the main harness had no continuity issues, as tested by the auto electrician and the issue was with the connector.

AXA suggested that in order to conclude the complaint, it increased the cash in lieu already suggested to take into consideration the replacement of a new watertight connector by a specialist auto electrician. The cost of this, including checks and resets to the system would be similar to what it had already paid for the connector to be replaced. This was £550 + VAT. It said the total cash in lieu would be £1,684.22 and would exclude VAT. Mr T would need to submit an invoice for the rectifications including any VAT paid for reimbursement of the VAT element.

We put AXA's offer to Mr T and asked for his comments.

Mr T said the parking sensors had not worked since the accident in 2021. When the car was dropped off after its most recent repairs, he was not there to sign for the keys or take possession of the car. The issue was there when he got home three hours after the car was dropped off and he reported it straight away. He said the technician at the main dealership happens to be a qualified auto electrician and mechanic and he was sure he'd be happy to confirm this and show proof of his technical qualifications.

Mr T said he wanted AXA to book the car into a body shop to have the work carried out as it is covered by its warranty for all the work all the time he owns the car. He said AXA hadn't commented on the rear bumper damage on the passenger side for which he'd sent a photo showing damage from when he'd inspected it at the approved repairers. He said he didn't want to accept a cash payment as it would not cover the cost from any body shop to do the work. He thought it would be fair for AXA to arrange for the car to be repaired and provide a hire car while the repairs were carried out.

I issued a second provisional decision on 6 June 2024. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr T is yet to provide evidence to show that the independent engineer made a mistake when he said that the paint finish that was below average was on the front bumper, rather than the rear bumper. I note that the independent engineer said that the front bumper was painted with pearlescent black paint and pictures of the vehicle show that the front is blue, and the rear is black. But the engineer also said that the rear bumper was painted with solid black paint. So, it looks like there was an error on the report but without further information from the engineer I'm unable to reach a conclusion as to which bumper he felt the paint finish was inadequate on. To put things right, I think AXA should rectify (or pay for the rectification of) the paintwork on whichever bumper Mr T's engineer confirms it is inadequate on.

I appreciate Mr T would prefer that the rectification works be completed by AXA's approved repairers, so he has the benefit of a guarantee and the use of a courtesy car. However, the policy's terms and conditions allow AXA to choose to make a cash in lieu payment instead of arranging repairs.

I'm aware there have been several times in the history of Mr T's claims that he and AXA have reached an impasse due to disagreements about the quality of repairs that were carried out. I've needed to think about what is fair and reasonable for both parties, taking into account their representations and concerns and keeping in mind that this matter does need to reach a conclusion.

Under the circumstances, I don't think AXA's suggestion that it pay Mr T a cash settlement so he can arrange for the rectification of the car's bodywork at a garage of his choosing is unreasonable. However, I think Mr T has raised a valid concern that the amount AXA is offering might not be sufficient to cover the full cost of repairs at his own garage. So, if Mr T provides AXA with two quotes for the rectification work, I think AXA should base its cash settlement on one of these. Alternatively, it can arrange for the repairs to be carried out by one of its approved repairers.

If AXA chooses to provide a cash settlement, I think it would be fair for it to cover the cost of a hire car while the rectification works are carried out by Mr T's own garage.

I understand that AXA isn't convinced that its approved repairers are responsible for the wiring issues resulting in the parking sensor fault. However, the main dealership's comments suggest this issue was likely to have been caused because the seal on the connector fitted by AXA's approved repairers failed to stop water ingress into the pins, leading to corrosion and faults on the vehicle. I can see that Mr T made AXA aware there was an issue shortly after the car was returned to him. So, on balance, I think AXA is likely to be responsible for the issue with the wiring and parking sensors.

As both parties disagree on what work is required to resolve the wiring issues, I don't think a cash settlement is possible here. AXA has suggested it pay for the replacement of a new watertight connector by a specialist auto electrician. But I've no way of knowing if this would rectify the issue. Although the main dealership has recommended the replacement of the main wiring harness and front bumper harness, I don't think it would be fair to tell AXA to pay for this when it hasn't had the opportunity to inspect the vehicle itself. So, I think the best way forward would be for AXA to arrange for the wiring issue to be rectified. That way Mr T would have the reassurance that the work is guaranteed, and AXA wouldn't have to pay for replacement parts that might not be necessary to resolve the issue.

In my previous provisional decision, I said AXA didn't have to reimburse Mr T for the cost of the main dealership's report. However, this was before Mr T had provided evidence to show that the issue they had identified was likely to have been caused because of inadequate repairs carried out by AXA's approved repairers. In light of this new information, I think it would be fair for AXA to reimburse Mr T the £288 he paid for this report."

I set out what I intended to direct AXA to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Mr T said he was trying to get the independent engineer to amend his report. He said the photos showed clear issues with the paintwork and front and rear bumper and the rear valance not being the correct colour as it was painted. He said he could see from the

invoices from AXA's approved repairs that one of them ("Z") had replaced the rear valance, but a report was made as it arrived with a scratch on it. A replacement was on back order which he believed was sent to the next approved repairer ("A") to be fitted, but they had clearly painted it and returned the replacement part. The invoice from A showed they painted it, and the finish wasn't to specification.

Mr T also commented that he believed Z's work to the car was completed to a professional standard while A's work was below standard. He said there wouldn't be the issues with the wiring if AXA had agreed to replace the loom as Z had suggested. He said A didn't replace the wiring loom, they repaired it. The parking sensors weren't working when it was inspected on site, it went back to be repaired a week later and there was still the issue with the parking sensor fault, so Mr T refused to collect the car and sign it off. The car was dropped off a couple of days later and the keys were put into the wrong letter box and the new wheel was damaged on the recovery truck.

Mr T said it was fine if AXA wanted to pay a cash settlement for the work to his car but the invoice for parking sensors would be the same as it would need to be done by the manufacturer's dealership for his warranty.

Mr T said that if the car was to be repaired, he would like it to go to Z as they took pride in his car and he was happy with their work apart from the rear valance that was scratched, parking sensors and front grill.

Mr T also commented that the technician from the manufacturer's dealership who worked on his car and reported the faults is one of their top level technicians and a qualified auto electrician. He said the technician's report still stands – the looms need replacing with any additional parts that might be needed.

Mr T later provided an updated report from the engineer who inspected his vehicle's bodywork.

AXA said that due to the way Mr T had been in the past and his behaviour towards it and its suppliers, it would not be willing to arrange the work to resolve the wiring issues for him as previously mentioned. It would however be happy to pay the cash in lieu settlement for him to arrange the work himself. It would also arrange a cash in lieu payment for the bodywork.

AXA said it would also be happy to cover the cost of a hire car while rectification work is carried out once evidence is received from Mr T.

AXA questioned why I'd said it should reimburse Mr T for the main dealership's report when I'd previously said it wouldn't.

AXA said it was happy to pay Mr T £200 for distress and inconvenience.

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.

I appreciate that AXA doesn't wish for its approved repairers to carry out further repair work on Mr T's car. But it's also said it's unwilling to cover the cost of replacing the wiring looms as quoted for by the manufacturer's dealership. And Mr T feels this is what needs to happen to resolve the parking sensor fault.

I don't have sufficient information to conclude that the only way of resolving the parking sensor fault issue would be to replace the wiring looms. So, I don't think it would be fair to direct AXA to pay the amount Mr T has been quoted for in order for them to be replaced.

However, I don't think it would be fair to Mr T to allow AXA to pay him its suggested cash settlement for the repair of the looms without knowing if this would be enough to put things right. So, I remain of the opinion that it isn't possible to resolve this part of Mr T's complaint by directing AXA to pay Mr T a cash settlement.

I've reviewed the amended report Mr T has supplied from the independent engineer who inspected the bodywork of his vehicle. The only change I can see is where it previously said:

"The front bumper was painted with pearlescent black paint..."

"Black" has been changed to "blue" in the new version of the report. However, it still says "the paint finish on the front bumper was below average."

So, the amended version of the report doesn't support what Mr T previously said about the engineer mistakenly saying the paint finish on the front bumper was below average when he meant to say that the issue was with the rear bumper.

I understand Mr T is unhappy that the new rear bumper was painted, but I haven't seen sufficient evidence to conclude the paintwork was of poor quality. So, I remain of the opinion that AXA is only responsible for the rectification of poor paintwork on one of the bumpers.

I appreciate AXA feels it shouldn't have to reimburse Mr T for the cost of the manufacturer's dealership report as Mr T hadn't wanted its involvement and had refused its offer to pay for the report. However, when I issued my first provisional decision, I didn't have sufficient evidence to conclude that AXA was responsible for the issues highlighted in the diagnostic report. In my second provisional decision, I explained that I thought it would be fair for AXA to reimburse Mr T for this report because of the new information that showed it was likely to be responsible for the issues identified in it. I remain of the opinion that AXA should reimburse Mr T the cost of this report for that reason.

While my answer may not be exactly what Mr T or AXA were hoping for, I've done my best to reach a conclusion that I think is fair to both parties. I hope this will help resolve matters for them, so they can both move on.

Putting things right

AXA should:

- Arrange for rectification work to be carried out to resolve the wiring issues causing the parking sensor fault.
- Either arrange for the issues with the bodywork (listed below) to be rectified by one of its approved repairers or pay Mr T a cash settlement to cover the costs of him getting these rectified by his own garage:
 - Paint around parking sensors and parking sensors not being flush with the bumper.
 - Front lower apron decal not flush with the bumper.
 - Paint finish on either the front or rear bumper below average.
 - Front lower grille insert loose.
 - Nearside front wing, orange peel to paint.
 - Fuel flap marks.

- If AXA chooses to pay Mr T a cash settlement for the bodywork issues it should also cover the cost of a hire car while the rectification work is carried out.
- Reimburse Mr T £276 for the independent engineer's report and £288 for the main dealership's report.
- Pay Mr T £200 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr T'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 T to accept or reject my decision before 19 July 2024.

Anne Muscroft
Ombudsman