

The complaint

Mr F complains that his motor insurance policy with AXA Insurance UK Plc (AXA) didn't cover him for a cracked windscreen.

What happened

Mr F agreed a policy with AXA in October 2023. He used a comparison site when choosing his insurer. When he tried to claim for a cracked windscreen in January 2024 he was told his policy doesn't provide this cover. Mr F says he selected a 'Standard' policy on the comparison website. When the application transferred to AXA's website he says two options were provided. This was for a Standard or an Essentials policy. The Essentials policy doesn't cover windscreen damage.

Mr F says he shouldn't have been given the option of choosing the Essentials policy by AXA as he'd already selected its Standard policy. He says he couldn't have made the mistake of selecting the Essentials policy if this wasn't offered.

In its final complaint responses AXA says Mr F selected its Essentials cover when he applied for his policy online. It didn't think it had done anything wrong so didn't agree to cover the cost of the windscreen repairs.

Mr F didn't think he'd been treated fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He says the evidence shows Mr F chose AXA's Essential cover. He thought the options Mr F was presented with online were clear and showed no windscreen cover was in place for the Essentials policy. Our investigator also pointed to the Insurance Product Information Document (IPID) that confirmed the same.

Mr F didn't agree with this outcome and asked for an ombudsman to consider his complaint.

It 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.

Having done so I'm not upholding Mr F's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

We expect AXA to provide clear information so that its customers can make an informed decision. I've considered whether it did so here.

AXA sent Mr F a welcome letter in October 2023. This tells him to check his online account to review his documents and let it know if something needs updating. This included a 'useful information' document. This confirms it's the Essential cover Mr F chose. It tells him to read this information along with his policy booklet and the IPID. The policy booklet also confirms Mr F has chosen an Essentials policy. It says Mr F should read it to understand what his

policy covers.

I've read Mr F's policy booklet. There is no cover mentioned for windscreen damage. I can see that the IPID under the heading "*What is not insured*" says:

"Damage to windscreens, window and any glass forming part of your car (not including glass in headlights indicators and tail lights"

I think this information is clearly worded. Having read this information Mr F should be aware that his policy doesn't cover windscreen damage.

I've thought about Mr F's comments that he selected Standard cover on the comparison website. But AXA says he couldn't downgrade to Essentials cover if he'd chosen Standard cover on the comparison website. It's provided information to show the steps Mr F followed when the application transferred to its website. This shows both the Standard and Essentials options were presented. The implication being that for this information to appear Mr F chose the Essentials cover.

AXA has supplied a screenshot of how the cover options appeared to Mr F. This is made up of two boxes showing the Essential and Standard options. The premium is shown for each option. This is lower for the Essentials cover. Under this are five headings. Each has a tick or a cross next to it. This shows the Essentials policy doesn't include windscreen, misfuelling, or key cover. The cover that is selected is indicated by a bullet point with 'selected' written next to it. The whole box is shaded when selected.

I think the information Mr F was presented with was clear. It's apparent that there is a difference between the two types of cover. This is clearly outlined in the information detailed below the respective options. And indicated by the difference in premiums. Based on this evidence I think Mr F was presented with clear information so that he could make an informed choice. The documentation he was provided with, and asked to read, confirms there is no windscreen cover. Mr F could reasonably have queried this with AXA within the 14-day cancellation period. He could then have cancelled the policy without the application of fees, or potentially made changes to his cover to include windscreen damage.

I can see that AXA identified an issue with the 'data feed' between its systems and the comparison website. It says this may explain why the comparison site had told Mr F he'd chosen the Standard cover. But even if Mr F did select this option initially, he was presented with a clear choice on AXA's website to select the appropriate cover. Having considered all of this I don't think AXA failed to provide clear information to Mr F.

I'm sorry Mr F isn't covered for the cost of his damaged windscreen. I understand his view that more could be done to make this information clear, also that this could be a way for AXA not to have to pay out for certain claims. However, we're not a regulator. This means we're not able to tell AXA how to run its business. So, I can't comment on the first point. On the second point, it's clear that AXA charges less for the Essentials cover. This is because there is less risk, which is why the customer pays less. I don't think Mr F has shown that AXA has attempted to avoid paying windscreen claims by how its policies are obtained online.

In summary I don't think AXA treated Mr F unfairly when it declined to cover his loss. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 12 November 2024.

Mike Waldron
Ombudsman