

The complaint

Mr B complains about how AXA Insurance UK Plc dealt with a claim against his motor insurance policy. Reference to AXA includes its agents.

What happened

In summary, Mr B has a motor insurance policy underwritten by AXA. His car was damaged and he made a claim against his policy. AXA arranged repairs by one of its approved repairers who I'll refer to as 'P'. The repairs were scheduled to take place on 14 February 2024. Mr B told AXA he didn't need a courtesy car. He's explained to this service that was because he was off work for the week and P had indicated he could collect his car on 16 February 2024.

When Mr B arrived at P, he says it told him it hadn't ordered the necessary parts. Mr B wasn't happy about that. He lost confidence in the garage and wanted the repairs to be completed by an alternative garage I'll refer to as 'S'.

AXA instructed S on 16 February 2024 and included in its instructions that Mr B didn't need a courtesy car. That was no longer correct. On 28 February 2024, AXA told S Mr B required a courtesy car. S collected Mr B's car for repairs but told him AXA had said he was not entitled to a courtesy car.

Mr B used taxis to get to and from work until his repaired car was returned to him. He asked AXA to reimburse him and when he didn't receive a response, he issued county court proceedings for transport costs, loss of interest, postage costs, telephone calls, inconvenience and time spent dealing with the matter. AXA settled Mr B's claim.

I understand Mr B complained to the Information Commissioner's Office about AXA not complying with his subject access request. AXA provided the information Mr B requested.

Mr B says he wants a full explanation from AXA about what went wrong in its handling of his claim and complaint. He also wants to know why AXA told him P had said he didn't require a courtesy car when that wasn't in fact the case.

In its response to Mr B's complaint, AXA acknowledged it didn't provide the service it should have provided. AXA apologised to Mr B and paid compensation of £400 in relation to Mr B's inconvenience. AXA also paid Mr B £25 for its delay in resolving his complaint.

One of our Investigators looked at what had happened. She noted AXA recognised its delays in dealing with Mr B's claim and agreed there had been poor customer service. The Investigator said AXA should have acted promptly when Mr B's requirements changed in relation to a courtesy car.

The Investigator said it's likely the cause of the problem was that AXA didn't tell S Mr B required a courtesy car when it re-issued the instructions for repair. The Investigator said AXA should have told S Mr B now required a courtesy car.

The investigator thought the compensation AXA had already paid Mr B was fair and reasonable.

Mr B didn't agree with the Investigator. He said he doesn't want further financial compensation but wants an explanation about what happened with his claim and why his complaint was ignored. Mr B said AXA didn't explain why a member of staff lied to him. He says he hasn't received a full apology.

The Investigator considered what Mr B said but didn't change her view. She didn't think AXA needed to do anything further. Mr B asked that an Ombudsman consider his complaint, so it was 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable.

The powers of the Financial Ombudsman Service are set out in our rules, known as the DISP Rules. These come from the Financial Conduct Authority and, ultimately, from the Financial Services and Markets Act. Rule 2.3.1 sets out the matters we can investigate and doesn't include complaint handling. So, I can't consider the part of Mr B's complaint about how AXA handled his complaint. I realise Mr B will be disappointed by this but I can't act outside my legal powers.

Mr B wants an explanation of what went wrong with his claim. Where there's a dispute about what's happened – as there is here - I come to a decision based on what I think is most likely to have happened, based on the available evidence and the surrounding circumstances.

Based on what I've seen, I'm satisfied AXA's approved repairer, P, ordered the parts for Mr B's car on 12 February 2024. AXA has produced a copy of P's order on that date. I appreciate when Mr B arrived at P on 14 February 2024, P told him it hadn't ordered the parts but that information was incorrect. In any event, against the background of known difficulties in obtaining parts at the relevant time, the order was placed too late to guarantee P could keep to the repair timeline it had discussed with Mr B.

AXA made errors in its handling of Mr B's claim when the instructions for repair were transferred from P to S. Mr B initially told AXA he didn't require a courtesy car and he's explained to this service why that was the case. Mr B told AXA his requirements had changed. In an e-mail to Mr B of 16 February 2024, AXA confirmed the arrangements with S and said a booking arrangement will be made when the parts are on site and a courtesy car available. But AXA didn't update the instructions to S and include Mr B's requirement for a courtesy car. In the circumstances here, AXA should have taken steps to ensure S knew of Mr B's updated requirements. AXA didn't tell S about Mr B's request for a courtesy car until 28 February 2024. By then, S had accepted the work on the basis that Mr B didn't need a courtesy car and it didn't have one available.

Mr B complains AXA lied to him when it said he'd told P he didn't require a courtesy car. In an e-mail to Mr B on 28 February 2024, AXA said when the booking-in date was arranged, Mr B told P he didn't require a courtesy car. There's no evidence Mr B told P he didn't require a courtesy car. So, in the e-mail of 28 February 2024, AXA didn't represent the position accurately. Having considered the matter carefully, I'm not persuaded AXA deliberately lied about this. I think, on balance, this arose out of confusion caused by the errors in instructing P I've referred to above, as P was told initially Mr B didn't require a courtesy car.

AXA's errors caused Mr P loss, distress and inconvenience. Mr B has confirmed he's content with the reimbursement and compensation he's received from AXA. He wants an apology. AXA apologised in its final response to Mr B of 15 April 2024. I think that apology was fair and reasonable in this case. I don't direct AXA to make a further apology, not least because a forced apology can be seen as insincere.

My final decision

My final decision is that I don't uphold this complaint because the steps AXA Insurance UK Plc has already taken to put things right are fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 November 2024.

Louise Povey
Ombudsman