

## **The complaint**

Miss H complained about AXA Insurance UK Plc's handling of her car insurance claim.

## **What happened**

AXA has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of AXA's agents as being its own.

Miss H had a car insurance policy with AXA. In February 2023, her car was hit by a third-party and she made a claim. AXA completed repairs to her car in March 2023, and in the same month, Miss H made a complaint. Her car broke down soon after the repairs. She felt there were issues with the wheel alignment, steering and suspension.

AXA issued a complaint response in May 2023. It accepted additional repair works were still required and paid Miss H £300 compensation for the distress and inconvenience caused.

Miss H complained to AXA again in August 2023. She said the issues were still not rectified and further issues were found while she was driving, and following an annual service. She said AXA's original approved repairer (AR) caused damage to her wheels. She felt she was paying for and driving a car that was not road safe.

An independent report was completed in September 2023, outlining the outstanding repairs.

AXA didn't issue a complaint response, so in December 2023, Miss H referred her complaint to the Financial Ombudsman Service. She was unhappy with the service and repairs. She said she was asked to pay £200 for further repairs, and her insurance premiums increased due to the open claim. She requested a refund of her premiums and further compensation.

In March 2024, AXA and Miss H agreed to have repairs carried out by another AXA repairer.

Our Investigator then issued a view in March 2024. He recommended AXA pay Miss H a total of £800 compensation.

AXA agreed. Miss H didn't agree and felt the compensation should be higher. She said the matter had been dragging for over a year and she found AXA's lack of respect and communication to be shocking.

I issued a provisional decision. In it I explained why I intended to require AXA to pay Miss H £800 compensation in total. The provisional decision's reasoning forms part of this final decision, so I've copied it below. I invited Miss H and AXA to provide any further comment or evidence they would like me to consider before issuing this final decision.

### ***What I've provisionally 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 should first set out that I acknowledge I've summarised Miss H's complaint in a lot*

*less detail than she's presented it. Miss H raised a number of reasons why she's unhappy with AXA. I've not commented on each and every point she's raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of this service. I assure Miss H, however, that I have read and considered everything she's provided.*

#### *Open claim*

*Miss H said her insurance premiums increased due to her claim with AXA remaining open. AXA recovered its outlay from the third party in April 2023. It accepts the claim only remained open due to the ongoing issues with repairs.*

*Miss H renewed her policy with AXA in August 2023. AXA said this premium was based on a non-fault claim with Miss H's NCD allowed. AXA has shown Miss H's premium increase between 2022 and 2023 was due to the base rate increase in premiums, along with it rating on the non-fault claim. So I'm not persuaded Miss H paid more for her cover in 2023, than she would have if her claim had been closed at that point.*

*Miss H has not provided information about the premium she paid in August 2024, or of any other insurance premiums. AXA said she didn't renew with it in August 2024. So I don't have enough evidence to persuade me Miss H paid any other increased premiums, as a result of outstanding repairs AXA was responsible for.*

#### *Poor service and repairs*

*Miss H complained in August 2023 work was still outstanding despite a number of repair attempts by AXA. AXA agreed the service was poor and it wouldn't expect to see so many attempts at rectification fail. So overall, I'm persuaded Miss H did take her car to AXA more than once and repairs were still outstanding. I think this would have caused her distress and inconvenience. Miss H said one of the issues were discovered while driving on a motorway, and I think this would've caused her considerable distress.*

*An independent engineer's report (the report) was completed in September 2023, which outlined seven outstanding repairs AXA was responsible for, including the issues Miss H raised. Miss H initially disagreed with aspects of the report, but given it was carried out by an independent party, I'm persuaded this was a fair reflection of the repairs outstanding. AXA agreed to the repairs recommended in the report and I think this was reasonable.*

*But I've seen evidence of further poor service from AXA, including Miss H being asked initially to go back to the AR, the AR still making contact with her despite a different repairer being agreed and Miss H being asked to pay £200 for repairs even though she hadn't arranged repairs. I think this would've added to her frustration.*

*Miss H said she received a video from the AR that included commentary in a foreign language. She's provided a video that supports this, and said it was never translated. AXA upheld this point on good faith, but I'm minded to accept what Miss H said, and I think this would've caused her avoidable confusion.*

*Miss H says she was misadvised on the phone her car was written off. I've not seen evidence to persuade me AXA was responsible for this, but I don't think this would've caused her any loss, as an agreement was still reached to repair her car.*

*Miss H said she made numerous calls and didn't receive responses. AXA accepts the service it provided was poor, and that Miss H was the driving force, having to chase several times to get things moving. So on balance, I'm persuaded this was likely the case, and I think this would've caused her substantial inconvenience.*

*Miss H said the car locking wheel nut was missing following the AR repairs. She said she returned to the AR, and it caused further damage to the wheels. AXA accepts damage was caused by the AR, and agreed to repair this. This was reasonable, but I do think the issues with the locking nut and damage would've caused Miss H distress and inconvenience.*

#### *Impact on Miss H*

*I've outlined above why I think AXA's actions would've caused Miss H avoidable distress, inconvenience and frustration. In reviewing the impact of AXA's actions, I've also considered what Miss H said about the car not being road safe and her specific circumstances.*

*The report of September 2023 confirmed the car was roadworthy, and AXA said the car passed its MOT in October 2023. So, I don't agree Miss H's car was not road safe. But I accept she'd have experienced inconvenience because repairs were needed.*

*Miss H said she has a history of mental health and she experienced further issues due to AXA's actions. I've not seen evidence to persuade me AXA's actions were responsible for the issues Miss H reported to her health, but I do accept its actions would have impacted on her significantly given her circumstances.*

#### *Fair compensation*

*Overall, I'm satisfied AXA's actions would've caused Miss H substantial distress, inconvenience and frustration. Our Investigator recommended AXA pay Miss H a total of £800 compensation and AXA agreed. AXA also agreed reasonably to carry out the recommended repairs using another repairer. Miss H feels she should be awarded higher compensation, but I'm not persuaded this would be fair in the circumstances.*

*I accept AXA's service and repairs were poor, and Miss H had to go out of her way to progress the claim. I understand this will disappoint Miss H, but I agree with our Investigator that £800 total compensation is enough to recognise the impact of any additional distress and inconvenience AXA caused her. So I won't require AXA to pay more than this. AXA can deduct from this amount any compensation it paid Miss H directly, but it shouldn't deduct any amount its agents paid her independently.*

*Miss H said she was paying for her car and her insurance, despite her car being broken and not safe for the road. Given she'd likely always have had to make these payments, and her car was driveable, I don't think it's fair to direct AXA to refund her these costs.*

*An agreement on repairs was reached between AXA and Miss H in March 2024. If Miss H experienced any problems following this, she can raise this separately with AXA.*

#### **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.

AXA accepted my provisional decision. Miss H didn't respond. So I don't have any reason to change the outcome I proposed in my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint. I require AXA Insurance UK Plc to:

- Pay Miss H a total of £800 compensation, subject to my comments above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 19 December 2024.

Monjur Alam  
**Ombudsman**