

## **The complaint**

Mr S complains about how AXA Insurance UK Plc handled his claim after his car was involved in an incident in December 2023.

## **What happened**

Mr S has motor insurance with AXA. In December 2023 the front of his car was damaged when it was hit by another vehicle. Mr S reported the incident to AXA and made a claim for repairs on his policy. AXA accepted his claim and arranged for one of their authorised repairers to carry out the necessary.

Mr S has been unhappy from the outset about how AXA have handled his claim and how long his repairs have taken.

He's raised a number of complaints with AXA which they replied to in final response letters dated 22 May 2024 and 18 July 2024. Some of the issues Mr S raised have since been resolved.

In their final response letter of 22 May 2024 AXA accepted that they'd been some delays in progressing his complaint. They also accepted that their repairers had initially carried out repairs to the rear of Mr S's car, rather than the front which was damaged in the accident. They apologised for the distress caused by needing to change his courtesy car, for the hire company being rude to him and the amount of time he'd spent on calls. They paid Mr S compensation of £300 and a further £25 as a goodwill gesture for the delay in responding to his complaint.

In their final response letter of 18 July 2024 AXA said an independent engineer had confirmed that the blending to the rear of Mr S's car was satisfactory but accepted that further rectification works were required. As this had caused Mr S further distress and inconvenience they agreed to pay him an additional £100 compensation.

They confirmed that the independent engineer had been made aware that Mr S's car had suffered a tyre blow-out after it was returned to him, and said that the engineer's opinion was that the blow-out wasn't related to accident damage. In respect of his complaint that he wasn't provided with a courtesy car when the further repairs were carried out AXA said Mr S was only entitled to a courtesy car in line with his policy terms and conditions. And as the further repairs were being carried out at a different garage an alternative courtesy car had to be arranged.

Unhappy with AXA's responses Mr S brought his complaints to our service. He raised the following issues:

- Delays at various stages, including the initial recovery of his car and the repairers starting work.
- The repairers initially repairing the rear of his car in when it was the front end that was damaged in the accident. And this leading to the paint on the rear bumper not matching the boot and wings.

- Not being provided with a courtesy car while waiting for the front of his car to be repaired.
- His car suffering a tyre blow-out after he was told it was safe to drive pending repairs to the front, which caused further damage.
- Poor standard of repairs when the car went back in to have the front repaired. And outstanding rectification work.
- He's still waiting for authorisation for the car to go to the repairer of his choice to rectify outstanding issues.
- Additional costs claimed against the third party due to AXA's errors – including pre-existing damage being repaired, additional rectification work and additional hire costs.

Mr S told us this has impacted on him financially as he's incurred taxi costs. And he says it's impacted him mentally and physically, particularly as he's suffered panic attacks relating to the tyre blow out on the motorway. He's also unhappy about the time he's spent on phone calls relating to his claim.

Mr S told us that to put things right he like:

- The rear paintwork on his car blended or the car resprayed.
- The remaining rectification work completed.
- Compensation and an apology for the distress and anxiety he's experienced.
- His car's wheels reconditioned due to the tyre blow-out and action taken regarding the garage releasing the car without a proper inspection.

Our investigator considered the case and didn't feel that AXA had acted fairly.

He considered first what he felt should have happened.

#### Claim and repair delays:

He said that generally we think that where the insurer has chosen the repairer, they should be responsible for anything that goes wrong relating to repairs, including delays.

Mr S has said it took longer than expected for his car to be taken to the garage, and it took them a month to contact him to say new tyres needed to be fitted before they could start work.

Our investigator said it took a few weeks for the car to be collected, but this was over the Christmas and New Year period which would have contributed to the delay and Mr S was provided with a hire car for most of this period. So while it may have taken longer to collect the car than Mr S expected, he wasn't significantly disadvantaged as he was provided with a hire car.

Soon after the car was collected the garage advised Mr S that two new tyres were required as the existing ones were below the limit and they needed to check the tracking. They proposed arranging to fit two budget tyres and there was a delay in Mr S responding to them and providing the locking wheel nut.

He also said that there was a considerable delay in arranging the inspection of Mr S's car. AXA's notes show that the first instruction was sent on 27 March 2024 but the inspection didn't take place until 18 June 2024. And AXA were responsible for this delay.

#### Rear of car repaired in error, resulting in a colour mismatch

Our investigator said the when repairs are carried out by an approved repairer and aren't done to an acceptable standard, or we think the repairer has damaged the consumer's vehicle, then we'd expect them to put this right. And we'll look at all the available evidence, normally giving most weight to any independent reports.

When Mr S first reported the incident, he mistakenly informed AXA his car's rear bumper was damaged, but he contacted them the next day to correct this, and our investigator said he could see that AXA contacted the garage the same day to inform them. But this wasn't picked up by the garage and they repaired the rear bumper in error. And our investigator said that many of the other issues that followed were because of this, particularly the delays.

Mr S says that because the garage resprayed the rear bumper, the colour no longer matches the boot and wings of the car.

AXA instructed an independent engineer to inspect the car and his report says:

"I am of the opinion the colour is satisfactory, as it is not unusual to have a slight shading difference between a plastic bumper and a metal panel. (No further action required)."

So our investigator wasn't persuaded that any further action by AXA was required.

#### Courtesy car not provided pending repairs to front of car

Our investigator looked at what Mr S's policy says regarding the provision of a courtesy car.

It says:

#### "Courtesy Car

If your car is repaired by one of our approved repairers, you will be supplied with a courtesy car. Unless you have purchased the courtesy car upgrade under Section J of this policy, the car will be a 3 door petrol manual transmission car and cover will automatically be provided under your certificate of motor insurance while the car is on loan to you.

If a courtesy car cannot be arranged, we will repay your alternative travelling costs up to a maximum of £15 per day.

The maximum time we will pay for alternative travelling costs is up to 14 consecutive days."

Our investigator said he's checked Mr S's policy schedule and he'd not selected the courtesy car upgrade option.

Based on Mr S's policy terms and conditions our investigator said a courtesy car would only be provided while his was being repaired by approved repairers. But he said if the time taken for the repairs was unreasonable then we'd expect the insurers to continue to provide a suitable hire vehicle, even if one wouldn't normally be covered by the policy.

Mr S was provided with a hire car for around 10 weeks until it was thought his car had been repaired. When it became clear that the wrong part of the car had been repaired AXA attempted to arrange a further hire car for Mr S, but due to a dispute between him and their hire providers, they weren't prepared to provide a further hire car, and the garage didn't have a courtesy car available. So AXA paid Mr S £210 for alternative travel, which was £15 per day for 14 days, the maximum the policy provides for.

Mr S has said this isn't enough as he was spending £50 a day on taxis, but our investigator

said he hasn't provided any evidence to support this. And as consumers have a duty to mitigate their losses, our investigator thought Mr S could reasonably have considered hiring a car himself, especially as the £210 he received from AXA could have been used to cover this.

So, under the circumstances our investigator felt what AXA had offered was reasonable.

#### Tyre blow-out after Mr S was told his car was safe to drive

Our investigator said that as they couldn't provide Mr S with a hire car and a courtesy car wasn't available AXA agreed to arrange for him to collect his car while he was waiting for a courtesy car to be available.

AXA confirmed with the garage that the car was safe to drive. The garage confirmed to AXA that the tracking was safe. They said the tracking on the near-side rear wheel was a couple of degrees out, but this would just cause increased wear, and this wasn't incident related.

Mr S collected the car on this basis. But later that day he suffered a front tyre blow-out on a motorway and nearly collided with a HGV as a result. He says this has caused damage to his alloys and he's suffered panic attacks ever since due to the near miss.

AXA say the blow-out wasn't due to their repairer. They say Mr S supplied part-worn tyres and the independent engineer has said the cause of the blow-out was either an issue with the tyre, or debris on the road, which the garage aren't responsible for.

Our investigator wasn't persuaded that AXA needed to take any further action. He said he appreciated that Mr S feels the garage were responsible for checking the safety of the tyres they fitted on his behalf, but they were supplied by him, and the need to replace the tyres wasn't related to the accident damage or the claim AXA were responsible for.

#### Poor standard of repairs

Our investigator said that AXA have accepted responsibility for the poor standard of repairs to the front of Mr S's car. They instructed an independent engineer and agreed to cover the areas where he deemed rectification was required.

The engineer said the colour match at the rear of the car was satisfactory. Our investigator said that Mr S believes AXA agreed to resolve this issue, but the transcript of the relevant call doesn't support this.

The issue with the fog light appears to have first been raised in July 2024, after the last final response letter, so our investigator said he couldn't comment on this. The faulty sensors were identified by BMW in May 2024 and aren't mentioned in the engineer's July 2024 report, so he assumed this issue had been resolved.

Our investigator said the car had now been to a garage of Mr S's choice and repairs authorised by AXA and completed in line with the engineer's report. Mr S has raised some concerns about those repairs with AXA which they're investigating but they weren't part of the complaint he was considering.

#### Additional costs claimed against third party

Our investigator said he understood Mr S's concerns about the cost of the delays and the

impact on the claim against the third party, who is a neighbour. But explained that Mr S can't bring a complaint to us on behalf of a third party, as they're not a customer of AXA. If their insurer had any concerns about the costs of the claim, this would be for them to raise with AXA.

#### What the impact was

Our investigator then considered the impact of AXA's handling of the claim on Mr S.

He said the rear of his car was repaired in early March 2024, so it was reasonable to say the car should have been repaired to a satisfactory standard by then at the latest. And he felt this would have been a long time based on the damage sustained. But some of the delay may have been due to waiting for Mr S to provide replacement tyres and the locking wheel-nut.

At the time of the final response letter in July 2024 it had been over four months since the rear of the car was repaired in error, and issues still hadn't been resolved. There were significant delays with the engineer's report and further repairs were needed to the front of the car.

So our investigator thought the delays caused by AXA and their agents went well beyond what might reasonably be expected in a claim like this.

Our investigator said he understood it was particularly difficult for Mr S to be without a car during Ramadan. But as his policy only entitled him to a courtesy car while his was being repaired, he felt AXA had gone above and beyond with the provision of a hire car.

And when their suppliers weren't prepared to provide Mr S with another car, he felt AXA made reasonable efforts to source an alternative vehicle. And they paid the maximum the policy would usually permit as an alternative to a courtesy car. Our investigator felt it was right for AXA to go beyond what the policy would usually provide, and the action they took was reasonable in the circumstances.

Our investigator said he understood and empathised with Mr S regarding the impact of the tyre blow-out but he didn't believe AXA were responsible for this.

#### What our investigator required AXA to do to put things right

Our investigator then considered what AXA needed to do to put things right. He said he expected AXA to ensure the rectification work identified in the engineer's report was carried out. And further repairs had been done at a garage of Mr S's choosing to achieve this.

He didn't think the £400 AXA had paid Mr S for the distress and inconvenience caused by the delays and poor standard of repairs they're responsible for up until 18 July 2024 was enough. He said they'd failed to recognise their responsibility for and the impact of all the delays, particularly the delays in obtaining the engineers report and approving the further rectification work that was required.

Taking everything into account our investigator said a fairer amount of compensation would be £550 (excluding the £25 for the delay in responding to Mr S's first complaint).

AXA accepted our investigator's opinion. But Mr S didn't. He believes AXA, or their agents, are responsible for him driving a car that wasn't roadworthy and this led to his tyre blowing out on the motorway shortly after the car was returned to him, this he says has had a considerably impact on his health as he continues to have panic attacks.

Mr S referred to the diagnostic report AXA had obtained from the manufacturers of his car, which he says showed there were faults with the power steering. Our investigator considered this and asked Mr S whether he was referring to faults with the car's power steering, and why Mr S thought these faults could cause a tyre blow-out. And he said the tyres weren't replaced due to damage caused in the accident. They needed to be replaced as they were worn, so if there was an issue with the tyres this would be something for Mr S would need to take up with the garage as they'd replaced the tyres he provided on his behalf.

Mr S has said the diagnostic shows there are issues with his steering and given the damage to the front of his vehicle he believes AXA are responsible for this. He says he has statements telling him the car wasn't checked before it was released to him, and that the accident related damage hadn't been assessed. He maintains that the tyre blow-out happened as a result of the front end damage which hadn't been repaired.

The case has come to me for a decision.

### **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.

The Insurance Conduct of Business Sourcebook (ICOBS) published by the Financial Conduct Authority (FCA) set out guidelines for how insurers should deal with their customers. Section 8.1.1 states that insurers must handle claims promptly and fairly.

AXA have accepted that were errors and delays in the handling of Mr S's claim and they've paid him compensation for this. He doesn't think what they've paid is enough to make up for the impact on him, or that the further compensation our investigator has recommended is sufficient.

So I need to consider this and the other issues Mr S is unhappy with.

#### The repairs

The repairers AXA instructed clearly got things wrong initially as they repaired the rear rather than the front of his car. Mr S isn't happy with the finish to the rear of the car. But the independent engineer AXA instructed considered the colour match to be satisfactory and I'm persuaded by his report, so I don't think AXA need to take any further action in respect of the rear of the car.

At the time Mr S brought his complaint to our service the outstanding repairs to the front of his car had yet to be completed. I understand these have now been dealt with at a garage of Mr S's choosing. He's raised a further complaint about these repairs which AXA are considering so I won't be considering these repairs. This includes the issue with the fog light.

#### Delays

The delays that occurred regarding the repairs to Mr S's car are set out in detail above. I'm satisfied that if the repairs to the front of the car had been carried out as they should have been, rather than repairs to the rear, these should have been completed by March 2024 at the latest. This in itself would have been longer than I'd expect for the repairs that were required. I'm satisfied that AXA were responsible for the majority of the delays, although the delay in Mr S providing the tyres that were required and the wheel locking nut would have had some impact. And that had the garage carried out the repairs to front of Mr S's car, as they should have done, the majority of these delays wouldn't have occurred.

### Courtesy car/travelling expenses

I'm satisfied that AXA provided Mr S with a hire or courtesy car in line with the terms and conditions of his policy, and when they couldn't they paid him a total of £210 in respect of travelling expenses which is the maximum payable under his policy. Mr S has said this isn't enough as he was incurring taxi fares of £50 a day.

Mr S has also told us that not having a car was particularly difficult during Ramadan when he was fasting. I understand this but while he's said he incurred taxi fares, he's not provided any details of these or receipts for what he paid. And he asked our investigator where he'd obtain such receipts. I'd have expected Mr S have requested and retained receipts for any taxi fares he incurred as he was looking for AXA to cover these.

If he didn't request receipts at the time he can contact the firm he used and request receipts, and if he can do this, I'd expect AXA to consider these. Although Mr S does have a duty to mitigate his losses and as our investigator has said he could have considered hiring a car himself and using the £210 he received towards his travelling expenses to fund this.

But based on the evidence currently available I'm not asking AXA to do anything further.

### Tyre blow-out

Mr S maintains that AXA are responsible for the tyre blow-out he experienced and the consequences of this. I understand that this must have been a very frightening experience for Mr S and I'm really sorry to hear about the ongoing impact this has had.

But for me to ask AXA to compensate Mr S for this I'd have to be satisfied that AXA are responsible for the tyre blow-out, and I'm not.

AXA obtained a report on Mr S's car from an independent engineer. That report stated that the cause of the blow-out wasn't related to the accident damage. It was related to either an issue with the tyres, which were part worn and provided by Mr S, or debris on the road.

There's no evidence of what actually caused the blow-out so I find the engineer's opinion persuasive.

And the tyres didn't need to be replaced due to damage sustained in the accident. They needed to be replaced as they were worn to below the legal limit, and the garage needed new tyres so they could check the car's tracking. The garage proposed fitting new budget tyres but instead Mr S provided part-worn tyres, and the garage fitted these for him.

So I can't hold AXA responsible for the condition of the tyres Mr S supplied if there was an issue with them.

Mr S hasn't provided any evidence to show that the engineer's opinion on the cause of the blow-out isn't correct. He's suggested that the garage hadn't assessed the accident damage and had returned the car to him when it was unsafe, that the diagnostic AXA obtained from BMW suggests there was an issue with the car's power steering and that he has statements saying the car hadn't been checked.

It's not correct to say that AXA hadn't made sure that the car was checked and safe to drive before it was returned to Mr S. The garage confirmed to AXA that the car had been checked and was safe to drive. They told AXA that the near side wheel tracking was out by a few degrees, that this damage wasn't accident related, and this would only cause some additional wear. And in respect of the issues with the sensors picked up on the BMW

diagnostic, AXA were told that while these might be annoying, the car could be driven safely.

Mr S hasn't provided any evidence that the car was unsafe to drive when it was returned to him. I'm satisfied based on the evidence I've seen that the car was safe to drive and that AXA and their agents weren't responsible for the tyre blow-out Mr S experienced.

#### Additional costs claimed against third party

Mr S has said the delays and how AXA have dealt with his claim have increased the costs and he's concerned about the impact of this on the third party, who is a neighbour. This isn't something we can consider as the third party isn't a customer of AXA. But I would expect any concerns about the cost of the claim to be resolved between the parties insurers.

#### **Putting things right**

As I've said I think there were errors and avoidable delays in AXA's handling of Mr S's. AXA have accepted this and paid him £400 compensation. I don't think this is enough to compensate Mr S for the distress and inconvenience he experienced. And taking everything I've said AXA are responsible for into account I think £550 inclusive of the £400 AXA have already paid, disregarding the £25 paid for the delay in responding to a complaint Mr S raised, is the appropriate level of compensation.

So I require AXA to pay Mr S a further £150 for the distress and inconvenience he's experienced as a result of their handling of his claim.

#### **My final decision**

For the reasons set out above I uphold Mr S's complaint about AXA Insurance UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 March 2025.

Patricia O'Leary  
**Ombudsman**