

The complaint

Mrs L complains about how AXA Insurance Designated Activity Company (AXA) dealt with a claim on her motor insurance.

What happened

Mrs L had motor insurance underwritten by AXA. She says that on the day she took her car for its MOT test she hit a large number of potholes. The car failed its MOT test due to a fractured axle. Mrs L believed that the potholes caused the fracture, and made a claim on her policy. AXA arranged for an engineer to inspect the car. The engineer's expert opinion was that the damage was caused by wear and tear, which wasn't covered by Mrs L's policy.

Mrs L asked if the engineer would have another look at the car. They did so and again advised that the fracture on the axle was due to corrosion caused by wear and tear.

Mrs L wasn't happy about this and complained to AXA. AXA said having carried out a physical inspection of her vehicle the fracture on the rear axle was due to corrosion caused by wear and tear, and under the terms of her policy wear and tear wasn't covered.

Mrs L wasn't happy with what AXA said and complained to this service. Our investigator didn't uphold her complaint. She said she was satisfied that AXA fairly relied on the evidence available to decide the claim, and in the absence of any persuasive evidence demonstrating that the potholes directly caused the fractured axle, she was unable to conclude AXA had been unreasonable in relying on the engineer's findings and opinion.

Mrs L wasn't happy with what the investigator said and so her complaint has been passed to me. Mrs L wants the claim settled and compensation for her stress 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 don't uphold Mrs L's complaint. I'll explain why.

Firstly it's important to say that it's not my role to decide what caused the damage to Mrs L's car. My role is to decide whether AXA acted fairly and reasonably in deciding the claim.

Mrs L's insurance policy documents with AXA said:

"Part A Loss and Damage...

PART A of your policy does not cover the following:

- loss of use or any other losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this policy; this includes but is not limited to loss of value; wear and tear; mechanical, electrical or electronic breakdown or failure; equipment or computer malfunction, breakdown or failure;"*

AXA has provided this service with photographs of the damage to Mrs L's car, and explained the engineer's rationale in concluding that the damage wasn't caused by hitting the pothole, including that the fracture wasn't clean as a new fracture would have been but was heavily corroded and rusty, which was consistent with an old break.

In the engineer's opinion the rear axle on a car is designed to absorb shocks from driving and it's made from high carbon metal and it's unlikely that hitting a pothole would cause a fracture on the axle. The engineer said that the most common damage from hitting a pothole is to the shock, spring, wheel, and tyre and there was no such damage to Mrs L's car.

Mrs L says that the car had pre-MOT checks before the day of the MOT test and no fracture was found. However she hasn't provided any report from those who inspected the car and it isn't clear whether the axle was inspected.

Mrs L has also explained to this service that the local highways agency inspected her car and paid her compensation for the damage, accepting that it was due to the potholes. However Mrs L hasn't provided any expert report from the person who inspected the car.

So there is an expert report from an engineer who inspected the car twice and said the damage was caused by wear and tear and not by hitting potholes. In the absence of any other expert evidence to the contrary, I think it was fair and reasonable for AXA to have accepted the engineer's expert opinion. Wear and tear wasn't covered by the terms and conditions of Mrs L's policy so I think it was fair and reasonable for AXA to have refused to pay the claim.

Mrs L also complained to this service that she wasn't given a hire car when her car was off the road. However I can't see that this formed part of her complaint to AXA, and this service can only look at complaints that the business has had an opportunity to respond to. It is open to Mrs L to make a further complaint to AXA about this as the underwriter of her policy.

My final decision

For the reasons given above I don't uphold Mrs L's complaint. So I don't require AXA Insurance Designated Activity Company to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 19 February 2025.

Sarah Baalham
Ombudsman