

## **The complaint**

Mrs S has complained that AXA Insurance UK Plc won't settle a claim for repairs by way of a cash settlement under her car insurance policy.

## **What happened**

Mrs S raised a previous complaint with AXA and brought that complaint to this service. In summary her complaint was that AXA hadn't arranged suitable recovery after her car was damaged by fire, caused undue delays, failed to update her, failed to provide an adequate replacement vehicle and failed to arrange repairs in a timely manner.

Mrs S said she'd arranged private repairs for less than an estimate provided by a salvage agent. Mrs S said she paid around £900 for the repairs. The estimate provided by the salvage agent in August 2023 was for £1,238.03.

Under the previous complaint, one of our Investigators recommended Mrs S's complaint should be upheld. He recommended a total compensation award of £200, loss of use for 62 days, reimbursement of additional hire car fees Mrs S had paid for a larger vehicle, reimbursement of costs Mrs S paid a neighbour for help with recovery, and £90 for agreed damage caused by a salvage agent to Mrs S's car.

The Investigator recommended AXA reimburse Mrs S for the £900 repair costs she paid subject to proof of payment or invoice.

So these costs were as follows, and – aside from the compensation award and loss of use – were to be paid with interest; £200, £620, £30, £90 and £900\* (\*subject to proof).

Both parties accepted the Investigator's recommendations. AXA paid Mrs S the above payment with interest which was £1,223.94. AXA asked Mrs S to provide evidence for the £900 repairs to reimburse her.

On asking for this, Mrs S contacted us. She said it wasn't reasonable for AXA to request this as it had already obtained an estimate for more than she paid. She explained that a friend had carried out the repairs, she had paid in cash and she had no evidence by way of bank transfer or invoices.

AXA said it wouldn't pay for the £900 repairs without any evidence.

So Mrs S raised a new complaint which is what I am making a final decision on here. Mrs S says AXA agreed to make a cash settlement in an email dated 3 October 2023. As AXA had an estimate which is lower than what she paid for repairs, she wants AXA to reimburse her for £900.

Our Investigator didn't recommend the complaint should be upheld. He thought it was reasonable for AXA to ask for some evidence of payment for repairs.

Mrs S doesn't agree and wants an ombudsman 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.

As Mrs S's complaints about poor service, delays, loss of use and other losses have been dealt with under a previous complaint, I cannot revisit them here. The remaining issue for me to decide is whether AXA has acted reasonably in asking for proof of repairs in order to reimburse Mrs S.

The repair estimate provided by the salvage agent on 7 August 2023 was given on the basis that a thorough assessment of Mrs S's car take place. The salvage agent reported;

*"main dealer or a physical inspection advised to confirm full extent of damage"*

In an email from AXA to Mrs S dated 3 October 2023, it wrote;

*"The next steps would be to collect your vehicle from (salvage agent name inserted here who provided the first estimate) and arrange a date for (repairer name inserted here) to come to your home address and inspect your vehicle, they in return will send us a report with the repair costs of your vehicle and we will then settle your claim with a Cash in Lieu payment."*

The reason for this was because it was proving difficult to find an approved repairer to carry out the repairs for Mrs S.

A repairer inspected Mrs S's car at her home address on 12 October 2023. But their recommendation was to have Mrs S's car inspected by an approved repairer. So they did not provide an estimate.

Mrs S has reiterated that AXA failed to update her on the outcome of this inspection for six weeks. She eventually decided to arrange for repairs privately.

I agree with what Mrs S says here about the delay and poor service. But as I've explained, this part has been investigated by this service under a previous complaint, so I will not be making any comment or new finding on this part of the complaint in my decision.

As it wasn't possible for the repairer to provide AXA with an estimate of the repair costs on 12 October 2023, it means AXA was not in a position to pay a cash settlement to Mrs S.

I understand why Mrs S eventually made arrangements for her car to be repaired, and compensation was awarded to reflect the distress and inconvenience AXA caused in her previous complaint. But this doesn't mean that AXA should therefore pay Mrs S for repairs with no evidence. It think it's a reasonable request. Mrs S says she ordered the parts – so AXA says it's reasonable to request proof of payment or order of said parts. And as Mrs S says she paid cash for the repairs, our Investigator asked Mrs S to provide evidence by way of bank cash withdrawals to support her claim. But Mrs S says she doesn't have this.

As things stand, AXA says it will reimburse Mrs S for the repair costs, subject to reasonable evidence. I think this is fair. So I'm not asking AXA to do any more.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 25 March 2025.

Geraldine Newbold  
**Ombudsman**