

The complaint

Mr M has complained about his car insurer AXA Insurance Plc. He was initially unhappy about how it had recorded a claim he made and that over a period of time, that record changed. But he's also become concerned that AXA has actually recorded an erroneous claim – so he thinks it should be taken from his record.

What happened

Mr M was contacted by AXA in 2022. It said it had been told about an incident he was involved in. Mr M recalled an incident with a white transit van on the day in question and told AXA about that –he felt the van driver had been at fault.

Initially AXA recorded the claim as “Pending/At fault”. Later it changed that to “Split liability”. Then it changed it again to “At Fault”. The claim was then closed. Mr M was unhappy about the changing details and how his different policies, for different cars, renewing at different times, were affected. Mr M complained to the Financial Ombudsman Service.

Our Investigator was sent detail from AXA. He described some video footage in the views he subsequently issued. The detail he said he'd seen in video footage AXA had provided matched the details Mr M had recalled. But he noted AXA had also recorded the claim for a different type of vehicle (it was a dark car, I'll refer to it as G, it is distinctly and totally different to a white transit van). Noting there was no claim for a transit van – seemingly that driver had not contacted AXA, our Investigator said AXA should remove the claim for G because there was no evidence of an incident between Mr M and that car.

AXA responded with a still image from a video (showing a different stretch of road to that Mr M had described). It later sent full dashcam footage but said the full footage could not be shared with Mr M because it was, effectively, data belonging to the other driver. Having seen the detail, our Investigator was satisfied there had been a claim for an incident involving Mr M and G. So he revised his position on that claim record.

Prior to the matter concluding, the Investigator left our Service. A new Investigator reviewed matters. She noted concerns Mr M had raised about the changing details and the latterly provided footage of G. She noted Mr M's concern about the other footage seen and described by the prior Investigator. But she was satisfied that AXA had received a claim against Mr M from G's driver's insurer and that it had settled that reasonably and recorded it fairly as “at fault”.

She did recognise the claim handling from AXA had been poor. She noted that, after Mr M had initially complained to us, it had offered £350 compensation for upset caused. In the circumstances here, she felt that was fair and reasonable.

Mr M remained unhappy. He said the whole history of this should be considered and the “new” footage viewed with scepticism. He said he had grave concerns about the claim and the settlement AXA had made to the other party. He wondered why AXA had never, until late 2024, queried with him why he was talking about a white transit, when the claim it was talking about was for G.

Our Investigator responded to Mr M. She answered some points he'd made. She also confirmed that her position on the complaint had not changed. The complaint was referred for an Ombudsman's 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.

Having done so I find my view is the same as that of our reviewing Investigator. I've set out my findings below – but I'll acknowledge at the outset that the situation with the original video footage, described by our initial Investigator, is unsatisfactory. To add a little context to try and help Mr M's understanding of matters – the footage was sent via a secure, time limited link. Since our initial Investigator viewed it, and seemingly took notes about what he saw, the link expired. Whilst we've made enquire with AXA, it can't trace what was sent via the link – and it has nothing on its records for Mr M that matches the descriptions set out by our Investigator. So, whilst I can assure Mr M that we have made enquiries to try and reach a fully satisfactory answer for this unusual circumstance, it's fair to say that the situation surrounding that initial footage is unclear.

That said, I'd also like to reassure Mr M that, unsatisfactory though that is, it doesn't stop me reaching a fair and reasonable decision on the aspects of the complaint at hand. Mr M's initial concerns were about how AXA handled the claim. I'll come on to that in a second. His further concern, following the revelation about the claim AXA had recorded as being for G, was that this was some kind of fraudulent claim (I acknowledge he may well have been lead to that view by our initial Investigator's comments). I'm going to deal with this issue first.

I've reviewed the data from AXA. I'm satisfied that it received a claim from a driver of G, detailing an incident on 12 May 2022 – the same day Mr M recalls an incident with a white transit. He gave a rough time for that incident. I can see that the footage from G which AXA shared, occurred shortly after Mr M recalls making contact with the transit. The still image Mr M has seen from G's footage shows he is slightly over the line in the road. On the full video there is an audible 'clunk' as the cars pass, which G's driver seemingly hears and reacts to. I appreciate Mr M hasn't been able to view this – but that is not unusual when footage is provided by and belongs to a third-party. I'm satisfied, as far as I can be, the video is genuine – it does not appear to have any breaks in it and Mr M has seen the still image which clearly shows it is his car which is approaching G.

I agree with Mr M that it is disappointing that AXA only seems to have come across this footage late in the day. I've reviewed AXA's files and I can see that its operative, handling Mr M's claim, did not appear to have this evidence available to them when, in January 2023, it said it would record the incident as one of split liability. At that time AXA's notes record that there was only witness statements to rely on, with each party blaming the other.

I think it would have been helpful if, at that time, AXA had spotted and sought to understand why Mr M was blaming the driver of a white transit for the incident, whereas the "other" version AXA was considering was the word of the driver of G, who said Mr M had collided with them. But that wasn't spotted and the claim continued. It was only subsequently that the video footage became available – seemingly around September 2023, when AXA changed the claim record to 'at fault' and wrote to Mr M explaining that. Also sending the still image from the video.

I can understand why Mr M is sceptical. I can understand why he feels let down by AXA. I can understand why Mr M thinks this claim from G should not be on his record. And I am

prepared to say that AXA needn't have let this develop until the point we're at now, where Mr M feels so let down and uneasy about everything. It should have spotted the discrepancy in the vehicles involved long ago. I trust my pointing this out clearly in this decision will give Mr M some solace. And that it will also help him trust in what I say next.

AXA has recorded a claim against Mr M for an incident with G in May 2022. It's settled for the costs put forward by G's driver – around £1,300 for repairs to a wing mirror, including related electrical, and around £600 in hire costs. It settled those costs and marked the claim as being Mr M's fault having viewed the video footage. I'm satisfied that it was fair and reasonable for it to do that. So I'm not going to make it change or remove that record.

As I've set out above, it is my view that AXA did not handle the claim well. Clearly Mr M has been caused upset and frustration. I think it's also fair to say he spent time trying to get answers from AXA, he sent letters which it just did not reply to. I can see, once or twice a year, as renewals for Mr M's cars became due, the unresolved issues over the claim and how it was being recorded, kept coming back to the fore. I note AXA has offered a total of £350 compensation for the upset it has caused to Mr M by its handling of this claim. In the circumstance here I think that is fair and reasonable. If any of this sum has been paid before, it will now only have to pay the difference remaining.

My final decision

I uphold this complaint. I require AXA Insurance Plc to pay Mr M £350 compensation or if any part of that has been paid already, pay the difference remaining.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 May 2025.

Fiona Robinson
Ombudsman