

The complaint

Mrs M complains AXA Insurance UK Plc trading as Moja (AXA) unfairly settled a claim on her motor insurance policy.

AXA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As AXA have accepted it is accountable for the actions of the intermediary, in my decision, any reference to AXA includes the actions of the intermediary.

What happened

Mrs M was involved in an accident with a third-party on 5 July 2024. She submitted a claim shortly after the incident.

Mrs M said AXA didn't contact her for more than four months by which time it had settled the claim with the third-party as her fault. She said it settled the claim without reference to the information she had provided to it, and she was unhappy it hadn't contacted her or the witness prior to settling it. Mrs M requested the claim was reviewed by another expert, or company, but AXA refused to do this.

Mrs M said her claim was still recorded as open in December 2024 when her motor insurance was due for renewal, and this increased the cost of her policy premiums. AXA paid Mrs M £50 compensation for the poor service she received during the claims journey, but she doesn't feel that reflects the stress and worry she suffered. Mrs M believes AXA made an incorrect and premature decision which has prejudiced her ability to obtain a competitive insurance quote.

Because Mrs M was not happy with AXA, she brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said they didn't think AXA acted unreasonably, or outside of the bounds of the agreement, when they chose to settle the third party's claim. They said the £50 compensation paid to her falls in line with what they would normally recommend for the stress and inconvenience caused by its failure to proactively pursue the accident report form, and for missing promised call-backs.

As Mrs M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Liability

It's important I make it clear that it's not my role to decide who's at fault for an accident, as ultimately that's a matter for the courts. And, like all motor policies, Mrs M's policy allows AXA to settle claims as it sees fit. That means it doesn't require Mrs M's consent to decide

how to settle a claim and it may make a decision that Mrs M doesn't agree with. But I'll look to see that it's done so reasonably.

The incident happened on 5 July 2024, and Mrs M reported it to AXA. It told her at this point it would be a fault claim. She disagreed and said the third-party had accepted liability at the scene, and she had a witness.

Mrs M submitted a completed accident report form, which included contact details of the independent witness, on 8 July 2024. There was no further correspondence between AXA and Mrs M until she received an email in November 2024 regarding her policy renewal which was due the following month. She contacted AXA and was told the third-party claim from July 2024 had been settled, and AXA had accepted liability and recorded it as a fault claim. It looked at the claim records it held and acknowledged she had returned the accident report form to it in July 2024, but it was unsure why it hadn't been received and recorded on her claim file.

Mrs M resubmitted the accident report form and the information was considered by AXA. It contacted the witness who provided a statement, and the information in this statement was considered.

On 30 December 2024 AXA confirmed to Mrs M that it maintained its decision to accept liability for the incident. It said this was because Mrs M was reversing. It said it had considered the accusation the third-party was speeding, but said speed couldn't be proven in this case because there was no evidence the third-party was charged or cautioned for having committed any speeding related offence. And therefore, it was unable to use speed as a defence. It said the outcome it had recorded was correct in respect of liability and the claim remained as a fault claim.

I recognise Mrs M disagrees with AXA's decision and said it was made prematurely. I agree AXA initially settled the claim without reference to all the evidence she had provided. However, I have seen that it has now considered all the evidence, including the accident report form, independent witness statement and third-party's report of the incident. It explained there is a greater duty of care placed on the party reversing and didn't feel there was enough evidence to find liability in her favour.

I am unable to tell AXA to get another company to review the claim, because as per the terms of the policy it is entitled to settle the claim as it sees fit. And because it has now considered all the evidence provided, I don't think its decision to accept liability was unreasonable in the circumstances of this claim.

Claim journey

There was no contact from AXA to Mrs M between mid-July 2024 and November 2024. This appears to be because it hadn't seen or reviewed the accident report form that she had submitted as evidence. I also saw evidence of AXA failing to make call backs to Mrs M in December 2024 when liability was being reconsidered.

I recognise Mrs M feels because her claim was still open at the time of her renewal it meant a significant increase in the cost of her policy premiums. It was open because Mrs M was disputing liability and AXA was reviewing the evidence she had resubmitted. The decision to accept liability and record the claim as fault didn't change throughout the claim journey and I am unable to hold AXA responsible for any increase.

AXA agreed the level of service received fell below the standard it would usually expect. It apologised for the distress and inconvenience caused and paid compensation of £50.

I recognise Mrs M will have been very frustrated that AXA didn't follow up on the accident report form she submitted in July 2024 and didn't make call backs as it agreed it would make in December 2024, however I think the £50 it has awarded for the poor service is a fair amount in the circumstances of this case.

Therefore, I don't uphold Mrs M's complaint and don't require AXA to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 20 August 2025.

Sally-Ann Harding
Ombudsman