DRN-5631654

## The complaint

Mr K complains about AXA Insurance UK Plc's handling of a claim on a motor insurance policy.

All references to AXA include its agents.

## What happened

Mr K had a motor insurance policy with AXA. In October 2024, he was involved in an accident. This was initially dealt with by Mr K's broker and their associated accident management agent. But a claim was then made with AXA under Mr K's policy.

AXA arranged repairs through its approved repairer (AR) and provided a courtesy car (CC).

Mr K complained after he'd been to inspect and collect his car on a number of occasions and wasn't happy with the repairs. He also complained about damage caused by the AR and issues with the initial CC he was given. He said the CC was cutting out in traffic.

In January 2025, AXA agreed to arrange an independent inspection of Mr K's car. And in its complaint response following this, it upheld Mr K's complaint and paid him £150 compensation. It later paid a further £50 compensation under the complaint.

Mr K referred his complaint to the Financial Ombudsman Service. He was unhappy with AXA's handling of the claim. He said he had to reject repairs on four occasions, and take time off on five occasions overall, with repairs still not completed to an acceptable standard.

The Investigator upheld the complaint. They explained our service could only consider matters up until AXA's final response of 14 January 2025. They agreed AXA failed to complete repairs to an acceptable standard, caused additional damage, and there were issues with the initial CC. They recommended AXA pay Mr K a further £300 compensation, on top of the £200 it paid. This meant the total recommended compensation was £500.

AXA accepted. Mr K didn't agree. He wasn't satisfied the amount of compensation recommended was fair. And keeping in mind his income, and the equivalent cost of the holidays he had to take, he felt a further £1,000 would be fair.

## 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 outlined by the Investigator, under this decision, I'll be considering matters up until AXA's final response of 14 January 2025. If Mr K is unhappy about anything that's happened after this date, he can raise a new complaint.

It's not in dispute that AXA provided poor service under the claim, and that the repairs it carried out were not to an acceptable standard, despite multiple attempts by its AR. This also includes damage caused by the AR, as AXA's agents, while the car was in its care. My role therefore is to consider the impact of AXA's mistakes on Mr K, including the above, and decide what I consider to be a fair resolution in the circumstances.

Mr K raised concerns about initial delays at the start of the claim. But the evidence I've seen shows the initial handling was by Mr K's broker, through its associated accident management company. This wasn't on behalf of AXA, so I can't fairly hold AXA responsible for any issues during this period. The matter was passed to AXA on 1 November 2024, to handle under Mr K's policy, and it's accepted there was poor service by AXA following this.

AXA provided a CC on 5 November 2024. The evidence I've seen shows Mr K raised concerns about the CC with AXA, on around 18 November 2024, and a replacement CC was provided on around 22 November 2024. I accept the issues with the CC would've impacted on Mr K, but I can't fairly hold AXA responsible for the period it wasn't made aware of this. I accept there would've been impact to Mr K because of the issues to begin with, and between the dates he notified AXA, and when the replacement was provided. I've kept this in mind.

Mr K said he had to take seven half days of holiday. He provided evidence of his income in support of what he said was the daily cost of each holiday. But the Financial Ombudsman Service doesn't usually make a specific award for someone's time, or calculate it using a set amount. And we don't usually award compensation based on a complainant's professional hourly rate, where the complaint has been brought in a personal capacity. I do accept Mr K lost some of his holiday entitlement because of AXA's mistakes, and I consider this means Mr K lost the chance to use the extra holidays (beyond what would've been reasonable under the claim), own his own terms. So, I've kept this in mind.

Overall, I'm satisfied AXA's mistakes caused Mr K considerable distress, inconvenience and disruption, that needed a lot of extra effort to sort out. In the circumstances, I agree with the Investigator that a total of £500 compensation is fair and reasonable. AXA has already paid Mr K £200 compensation, so I will direct it to pay a further £300, if it hasn't done so already.

## My final decision

My final decision is that I uphold this complaint and require AXA Insurance UK Plc to:

- Pay Mr K a further £300 compensation, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 29 August 2025.

Monjur Alam
**Ombudsman**