DRN-5772310

Financial Ombudsman Service

The complaint

Ms S complains about the repairs AXA Insurance UK Plc (AXA) have carried out on her vehicle following a claim she made under her motor insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In October 2023 Ms S was unfortunately involved in an accident and so reported a claim under her motor insurance policy. Ms S asked for her vehicle to be repaired by her own repairer, but AXA didn't pick up this request and so her vehicle was taken to AXA's nominated repairer and repairs completed.

In December 2023 Ms S contacted AXA to say she had taken her vehicle to her own repairer who had highlighted some issues with the repairs and said AXA had used non-genuine parts to repair her vehicle. Ms S raised a complaint about the repairs and the way her claim had been handled. AXA arranged for an inspection to be carried out on Ms S's vehicle which highlighted some further repairs were required.

On 8 February 2024 AXA issued Ms S with a final response to her complaint. It said its nominated repairer held invoices which showed the parts used were genuine. However, it acknowledged the repairs hadn't been carried out to the expected level and Ms S had been provided with poor service. It paid Ms S £250 compensation and said its claim team would get in touch to discuss the rectification repairs.

Ms S arranged for her own repairer to provide an estimate for the repairs to her vehicle and this was provided to AXA. Ms S raised a further complaint with AXA as she was unhappy with the lack of progress with repairs.

On 31 May 2024 AXA issued Ms S with a final response to her complaint. It acknowledged rectification repairs were required and so paid Ms S £150 compensation. Ms S didn't think this was reasonable and so referred her complaints to this Service.

Following Ms S referring her complaints to this Service, AXA authorised Ms S's repairer to carry out repairs for the items it believed it was responsible for. It also made an offer to pay an additional £200 compensation in order to resolve Ms S's complaint.

As Ms S didn't accept this offer, our investigator looked into things. She said she thought:

- Genuine parts had been used to repair Ms S's vehicle.
- AXA weren't responsible for Ms S being without a vehicle since its nominated repairer completed repairs as her vehicle was roadworthy at this point.
- AXA weren't responsible for the damage to the alloy and tyre, door trim or scratches to the bonnet.
- AXA were responsible for the scratches to the wing mirror and door and so should

rectify this.

- Ms S's claim hadn't been handled as it should have been and so AXA should pay a further £350 compensation, bringing the total compensation due to £750.

- AXA should reimburse Ms S the £60 she had paid for her vehicle to be inspected and should pay 8% simple interest on this.

AXA accepted our investigator's view, but Ms S rejected it. She provided a detailed response but in summary she said the compensation wasn't sufficient for the distress and inconvenience she had been caused. Her vehicle had been stripped by her own repairer for rectification repairs, but AXA took months to authorise repairs, leaving her without a vehicle. Additionally, she said there was damage on her vehicle AXA were responsible for.

Our investigator considered Ms S's comments but didn't change her mind about the complaint. Ms S asked for an ombudsman to consider her complaint.

I issued a provisional decision about this complaint and I said:

> *'I want to acknowledge I've summarised Ms S's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Ms S and AXA I've read and considered everything that's been provided. I've addressed the key points separately.*
>
> *<u>Repairs to Ms S's vehicle</u>*
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> *AXA have acknowledged the repairs to Ms S's vehicle weren't carried out to an appropriate standard and so has authorised Ms S's repairer to carry out further repairs. It has also now agreed to pay to repair the scratches to the vehicle's wing mirror and door. So, I don't need to comment on this damage. Ms S has said there is further damage that requires repair, and so I've considered whether AXA are responsible for this outstanding damage.*
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> *Ms S has said there is damage to her tyre, alloy, bonnet and door trim. Based on the circumstances of the accident, I'm satisfied none of this damage has been caused as a result of the accident.*
>
> *I've reviewed the photographs Ms S has provided of her vehicle at the scene of the accident and I'm satisfied the damage to Ms S's tyre, alloy and door trim can be seen. I also think the damage to the door trim can be seen in the photographs of Ms S's vehicle provided by AXA's nominated repairer prior to repair. Therefore, I'm persuaded this damage is pre-existing and so isn't AXA's responsibility to repair.*
>
> *AXA have said the marks on Ms S's bonnet appear to show signs of prising and poor paintwork, possibly due to an attempt to align the bonnet. It's also said the front edge of the bonnet is misaligned, and appears to be a slightly different shade, potentially due to a previous repair. Having reviewed the images of Ms S's vehicle, I find what AXA have said to be persuasive. On balance, I'm not persuaded the damage to Ms S's bonnet has been caused by AXA and so isn't AXA's responsibility to repair.*
>
> *Ms S has said there are runs of paint on the inner frame of the tailgate. AXA have said this isn't related to the accident, but hasn't provided any comment on whether this could be related to the repairs its nominated repairer carried out. I've reviewed*

the images from Ms S's repairer and I'm satisfied there are runs of paint on the inner frame of the tailgate. I can also see this was an area repaired by AXA's nominated repairer. Based on the evidence provided, I think it's more likely than not the run of paint on the inner frame of the tailgate is related to the repairs carried out by AXA's nominated repairer. Therefore, I think rectifying this issue is the responsibility of AXA.

Ms S has said AXA's nominated repairer used non-genuine parts to repair her vehicle. AXA have provided invoices from its nominated repairer to show that genuine parts were ordered to be fitted to Ms S's vehicle. Therefore, I'm satisfied AXA repaired Ms S's vehicle with genuine parts.

Ms S has said she doesn't want to pay for the repairs and then seek reimbursement from AXA. I think if Ms S's repairer is able to provide an estimate for the repairs to her wing mirror, door and tailgate, AXA should look to pay Ms S or the repairer directly for these repairs to be complete.

<u>Claim handling</u>

AXA have acknowledged it hasn't handled Ms S's claim as it should have done. It has now agreed to pay a further £350 compensation bringing the total compensation due to £750. It has also agreed to reimburse Ms S the cost of the inspection report she arranged. So, I've considered whether this is reasonable to acknowledge the impact its errors have had on Ms S.

Ms S has said she doesn't believe she would have been treated the way she has been if she was a man. Whilst I've no intention to dismiss Ms S's concerns about this, based on the evidence provided I don't think AXA have treated Ms S differently due to her gender. However, I don't think AXA have treated Ms S fairly when dealing with her claim and this has caused her considerable distress and inconvenience.

AXA's failure to deal with Ms S's correspondence in good time meant her vehicle was taken to AXA's nominated repairer rather than the repairer she wished to use. Once Ms S became aware of this she travelled to the repairer, but her vehicle had already been stripped. Whilst I acknowledge Ms S's vehicle shouldn't have been taken to this repairer, and Ms S has been caused distress by this, I'm not persuaded it was necessary for Ms S to travel to the nominated repairer herself. So, I've taken the distress and inconvenience Ms S was caused into consideration when deciding reasonable compensation, but don't require AXA to reimburse Ms S any costs she incurred in travelling to the nominated repairer.

It would have been distressing for Ms S to receive her vehicle back from AXA with repair issues. And she has experienced the unnecessary inconvenience of having to take her vehicle to her own repairer for this to be rectified. It has also taken AXA much longer than it should have done to authorise the rectification repairs to Ms S's vehicle, causing Ms S further distress.

Ms S has said she has been without a vehicle since her vehicle was returned from AXA's nominated repairer. She said she was concerned about the vehicle's safety as she was told non-genuine parts had been used during the repair. However, as mentioned, it has been confirmed genuine parts were used to repair Ms S's vehicle. Additionally, the engineer report from January 2024 confirms Ms S's vehicle was roadworthy. And so, I'm persuaded Ms S was able to drive her vehicle following the repairs from the nominated repairer, and her decision not to do so isn't the responsibility of AXA.

Ms S has more recently said she was unable to use her vehicle as it was valeted by AXA's nominated repairer, and it was unable to tell her which chemicals it had used in her vehicle. I can't see this is something she has raised with AXA previously and so this is something she would need to raise with it in the first instance.

Ms S has said her vehicle was stripped by her own repairer to provide an estimate and so she was without a vehicle whilst waiting for AXA to authorise repairs. I've not seen any evidence AXA authorised Ms S's vehicle to be stripped to provide an estimate. I've also not seen persuasive evidence there was a necessity for Ms S's vehicle to be stripped for it to provide an estimate for the repairs AXA are responsible for. Additionally, the photos of Ms S's vehicle included with her repairer's estimate appear to show Ms S's vehicle intact. So, I'm not persuaded AXA are responsible for Ms S not having use of her vehicle since it has been with her repairer.

Ms S has said due to her vehicle being with her repairer for an extended period, there is likely damage to the brake discs and battery. However, as I don't think AXA are responsible for Ms S's vehicle being stripped and left with her repairer, I don't think this damage is the responsibility of AXA.

Taking everything into consideration, I think the total compensation of £750 AXA have now agreed to pay is reasonable to acknowledge the distress and inconvenience Ms S has been caused by its errors. I think compensation of this amount is reasonable when a business's errors have caused considerable distress and inconvenience over a period of many months, which I think is the case here. I also think it's reasonable for AXA to reimburse Ms S the cost of the inspection report she has paid for, as it has been demonstrated there were outstanding issues with the repairs to her vehicle.'

Ms S didn't respond to the provisional decision but AXA accepted it.

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 neither party have given me anything further to think about, I see no reason to reach a different outcome to the one I did previously. Therefore, I uphold Ms S's complaint for the reasons I've set out in the provisional decision.

My final decision

For the reasons I've set out above I uphold Ms S's complaint about AXA Insurance UK Plc. I require it to:

- Pay Ms S or her repairer reasonable repair costs to rectify the scratches to her wing mirror and door.
- Pay Ms S or her repairer reasonable repair costs to rectify the paint run on her tailgate.
- *Reimburse Ms S the £60 she has incurred for a vehicle inspection, along with 8% per year simple interest on this amount calculated from the date she paid this to the date it is reimbursed.
- Pay Ms S an additional £350 compensation bringing the total compensation due to £750.

*If AXA Insurance UK Plc considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms S how much it's taken off. It should also give Ms S a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 26 September 2025.

Andrew Clarke
Ombudsman