

The complaint

Mr H complains about the repairs that AXA Insurance UK Plc carried out on his motorhome following a claim made on his motor insurance policy. He wants sufficient compensation for his loss of enjoyment and the trouble and upset caused.

What happened

Mr H's motorhome was damaged in a non-fault incident, and he made a claim on his policy. AXA took the vehicle for repairs, but these hadn't been completed a year later. AXA agreed that it had caused some significant avoidable delays in the repairs being made. It agreed that it had communicated very poorly with Mr H and provided an unsatisfactory level of service. And it offered Mr H £750 compensation for his loss of enjoyment of his motorhome and £750 compensation for his trouble and upset so far, and to complete the repairs required. But Mr H wanted £6,800 compensation.

Our Investigator didn't recommend that the complaint should be upheld. She could only consider the complaint up to the point when AXA issued its response to this. She thought it had caused delays that were avoidable, and these had caused Mr H significant upset and trouble for a year. But she thought its offers of £1,500 compensation and to make good the vehicle was fair and reasonable.

Mr H replied that he wanted an Ombudsman's review, so his complaint has come to me for a final decision. Mr H thought AXA's compensation offer was inadequate for a year's lost use. And he thought its offers to restore the vehicle's condition were remedial steps, not compensation.

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.

I can understand that Mr H felt frustrated with the delays in the repairs to his motorhome and with the communication from AXA and its agents about this. I was pleased to see that Mr H's motorhome has now being repaired and Mr H has told us that he's satisfied with this.

AXA has consented for us to consider Mr H's concerns about delays, communication, and level of service up to the point when it issued a response to this complaint. Mr H raised further concerns after this point and AXA issued a further response and offered further compensation. But I can't consider that further complaint here though I can see that Mr H has brought it to our service for consideration as a further complaint.

I can see that it's agreed that AXA's level of service in handling Mr H's claim and completing the repairs has been very unsatisfactory. I acknowledge that due to Mr H's location and the nature of his vehicle, repairs would always be complicated and take longer than usual to complete. And many of the problems arose from an error made not by AXA in mis-recording the motorhome's vehicle identification number (VIN). But AXA agrees that it should have acted to correct this error much sooner and so it could have avoided many of the subsequent errors and delays.

When an insurer makes errors, as I'm satisfied AXA has done here, we expect it to restore the consumer's position as far as it's possible to do so, and we expect it to compensate the consumer for the impact of the errors.

AXA listed the main errors it made in the claim:

- Using the incorrect VIN number when ordering parts. AXA's agents used the vehicle registration number which was linked to the VIN on the DVLA database, but the VIN was incorrect. And so the wrong parts were ordered, these were put on back order when this might not have been needed, causing delays. This could have been checked after the first order. And this was raised by the repairing garage. But this wasn't then corrected.
- Repeated incorrect ordering of parts and failure to identify the cause of this issue. And so the problem persisted, causing significant delays in the claim. The vehicle's MOT expired. Mr H was unable to use his vehicle for travel and leisure for about a year. Mr H said he also used the vehicle for day-to-day errands. But I can see that he was still mobile during this time.
- Repeated misinformation, confusion, broken promises and delays. I can see that the estimated completion date for the repairs was repeatedly pushed back. This was very frustrating for Mr H who felt lied to and misled.
- Overall poor communication from AXA and its agents involved in the claim and repair process. Mr H didn't receive promised calls back. AXA didn't take ownership of the claim. So Mr H felt very poorly treated and let down.

To restore Mr H's position, AXA said it would complete the repairs promptly, carry out a post-repair inspection, pay for the MOT and restore the vehicle to the condition it should have been in without the delays: professional valeting inside and out; complete habitation checks; and make good any MOT failures due to the repairs or the vehicle sitting idle.

I agree with Mr H that these steps are remedial, but they are what I would expect AXA to do to restore his position.

Mr H was unable to use his motorhome during this period of nearly a year. As I've said above, due to the circumstances the repairs would have taken longer than is usual. And so he would always have been unable to use his motorhome during the previous summer.

Mr H told AXA he didn't have to cancel any pre-booked trips, so he didn't incur any actual losses because of the delays. But he did lose the use of his vehicle for holidays, and AXA offered him £750 compensation for this loss of enjoyment. I can understand Mr H's frustration, but I think that's fair and reasonable compensation for this loss of enjoyment.

In terms of impact, I can see that Mr H was caused considerable upset and frustration over a long period. He had to raise his concerns frequently and spent time on calls, and writing to AXA. It's level of service was poor, and Mr H was passed between different agents without AXA taking ownership of the claim and managing his expectations.

AXA offered Mr H £750 compensation for this trouble and upset. I think that's in keeping with our published guidance for where repeated errors over a period of a year have caused substantial trouble and upset. And so I don't require AXA to increase this compensation, noting that this is for the period up until AXA provided its response to Mr H's complaint in June 2025.

Mr H wanted AXA to refund his insurance premiums. But motor insurance is an annual contract, and the policy had been used, so the full premium would still be payable. Therefore, I don't require AXA to refund this. Mr H also asked for consideration of his vehicle's depreciation during this time. But AXA has already agreed to restore the motorhome's condition, so this isn't something I think would be fair or reasonable.

So I accept that Mr H had a very poor experience and poor level of service from AXA with the repairs. But I think its offer of £1,500 in total compensation for this up to June 2025 is fair and reasonable as it's in keeping with our published guidance. I don't require AXA to increase this.

My final decision

For the reasons 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 Mr H to accept or reject my decision before 13 October 2025.

Phillip Berechree
Ombudsman