

## **The complaint**

Mr T complains AXA Insurance UK Plc trading as Swiftcover.com (AXA) provided a poor level of service when he informed it of an incident in which his car was damaged by a third-party.

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**

On 29 March 2025 Mr T's parked car was hit by a third-party who failed to stop. He reported the incident to the police and contacted AXA to inform it of the incident.

Some CCTV covering the incident was obtained by Mr T, but this didn't capture the number plate of the third-party.

Mr T made numerous calls and sent emails to AXA to pursue additional CCTV footage that may identify the third-party involved, and enable Mr T to claim on their insurance cover. Unfortunately no such footage was obtained. Mr T was unhappy with how AXA managed the claim and its poor communication with himself.

AXA accepted it could have been more proactive in managing the CCTV enquiries. It said had it done this it would have been in a better position to manage Mr T's expectations more clearly, so he didn't have to chase it. It said the service Mr T received had fallen below the standard it would expect its customers to receive. It awarded him £100 compensation.

Because Mr T was not happy with AXA, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and was satisfied that AXA made reasonable attempts to secure CCTV footage, and hadn't done anything wrong. They said the apology and £100 compensation AXA paid to Mr T for any distress and inconvenience suffered was fair.

As Mr T 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.

AXA provided evidence of the efforts it made to obtain alternative CCTV to identify the third-party responsible for the damage caused to Mr T's car. I saw it contacted both the local council and local transport service in early April 2025, shortly after it was made aware of the incident.

The local transport service responded and said there was no CCTV in that area. Mr T told AXA he believed the third-party driver would have driven past a specific camera before or after the incident and so AXA made contact again and requested footage from that specific camera. It was told the system footage was currently unavailable. After AXA made further enquiries it was told the transport service only held CCTV for seven days, so it was not available at all.

The council responded and told AXA there were no cameras at the location of the incident. I saw AXA continued to email the council to try and see if there was any other available footage in the area that might assist in identifying the third-party car. The council advised there was a camera in the area. AXA paid the requested fee required for the council to review the footage. When the council responded it said recorded images are only retained for 31 days and it was no longer available and had already been erased.

I'm unable to hold AXA responsible for being given incorrect and contradictory information when it made its requests for CCTV footage that may have identified the third-party. Or for delays in the council making a response to its request, which meant footage was no longer available. I'm persuaded it requested CCTV footage evidence in a reasonable timescale, despite this being unsuccessful.

Mr T said when he called AXA's claims department he had to speak to a different call handler each time. He said he made numerous calls and also he had to email it. AXA have accepted it could have been more proactive in managing the CCTV enquiries and said had it done this it would've been in a better position to manage Mr T's expectations more clearly, and he wouldn't have had to chase it.

I recognise it will have been stressful for Mr T having to repeat himself each time he made contact and I agree AXA could have been more proactive and organised in its communication with him. However I think AXA's apology and compensation payment £100 for the poor service encountered in relation to his claim was fair in the circumstances of this case.

It is very unfortunate the third-party couldn't be identified and that this meant AXA was unable to find out if insurance cover was in place, and potentially make a claim to the third-party for the damage to his car if it were found the third-party held insurance.

I acknowledge the damage caused to Mr T's car was of no fault of his own and I recognise he has been the victim of a crime. AXA has said Mr T can still make a claim on his motor insurance policy if he wants. AXA won't be able to recover its claims costs so if Mr T did claim it would be registered as a fault claim against his policy, and may affect his no claims bonus, so I can understand why he is reluctant to do this.

However, although I understand Mr T will be disappointed, I don't uphold his 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 Mr T to accept or reject my decision before 12 February 2026.

Sally-Ann Harding  
**Ombudsman**

