

### **The complaint**

Miss H has complained that AXA Insurance UK Plc sold her car when dealing with a claim she made under her car insurance policy. Miss H wanted to keep her car.

All reference to AXA in my decision includes its agents acting on AXA's behalf.

### **What happened**

Miss H made a claim to her insurer AXA following an incident. AXA said it wasn't economical to repair Miss H's car. Miss H initially said she wanted to keep it.

Following discussions with AXA's salvage agent, Miss H accepted a total loss settlement. AXA paid the settlement and confirmed that the car would now become the property of the salvage agent and be sold.

Miss H complained to AXA. She said there were personal belongings in the car and she had wanted to keep the car and the items.

AXA didn't uphold Miss H's complaint. The salvage agent said as soon as Miss H alerted it to wanting to keep her car following the settlement, it tried to contact the buyer, but they didn't reply.

The salvage agent said it would refund the cost of lost items on receipt of evidence to show the amount paid.

The salvage agent said when it received Miss H's car, it moved items in the car to the boot and took a photo. It provided this service with a copy of the photo.

The salvage agent paid Miss H £50 compensation, £109.92 for a pram & £209.99 for a tech device. So a total payment of £369.91.

Miss H remained unhappy and asked us to look at her complaint. She said there were several items in the car, many of which were of high value such as designer jewellery and accessories. She submitted screenshots of what the items would cost to buy now.

AXA reconsidered how it had responded to Miss H's complaint. It told us that Miss H had asked to keep her car during initial discussions. So it said it would pay compensation of £500 for the distress and inconvenience caused.

The Investigator asked Miss H if she had any evidence to support her claim for other items. She said she didn't as most were gifts.

The Investigator issued his view. He thought it was reasonable for Miss H to be able to provide some evidence to prove ownership of the items being claimed for, similar to if she had to claim against a home insurance policy. In particular, for high value items of jewellery, a warranty or valuation certificate, or bank transactions or receipt.

In the absence of reasonable evidence, the Investigator thought AXA's offer of £500

compensation along with the £369.91 its agent had paid for the photographed items from the car was fair.

Miss H provided some receipts from third parties for two of the items being claimed for: one of which for a tech device which was included in the settlement of £369.91. The Investigator passed these to AXA. AXA said it would only consider evidence of items showing in the photo taken by its salvage agent from Miss H's car.

Miss H doesn't think AXA has done enough to resolve her complaint. So her case has been passed to me to decide.

### **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.

The background – other than the items left in the car - doesn't appear to be in dispute and is known to both parties so I won't repeat it again here.

AXA has offered a compensation award of £500 as it recognised that Miss H had made it clear at the start of the claim that she wished to retain her car and it could have been clearer when it settled her claim. I think this sum is a reasonable amount to reflect the upset AXA caused here.

The remaining issue is whether AXA has reasonably dealt with Miss H's claim for items she says were in the car.

It's fair for an insurer to ask for reasonable evidence of ownership to support a claim. And I've considered what AXA's agent has provided as evidence of what was in Miss H's car when it arrived.

From the photos provided by AXA's salvage agent, it has paid Miss H a sum for a second hand pram and tech device.

Miss H told AXA and us there were several items of high value jewellery along with designer items of high value in her car. Miss H has provided receipts for two items: one is for a tech device, and the other is for a pair of designer sunglasses purchased by a third party.

Having considered all of the evidence available, I think AXA has done enough to resolve Miss H's complaint. I can understand how upsetting it was to discover AXA had sold Miss H's car against her wishes. However, I think AXA's total award of £869.91 is fair and reasonable in this case, to reflect the second hand value of the proven items in the car, and for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold this complaint. I require AXA Insurance UK Plc to pay Miss H £500 compensation for the distress and inconvenience caused.

AXA Insurance UK Plc must pay the compensation within 28 days of the date on which we tell it Miss H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If AXA Insurance UK Plc considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Miss H how much it's taken off. It should also give Miss H 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 Miss H to accept or reject my decision before 23 December 2025.

Geraldine Newbold  
**Ombudsman**