

### **The complaint**

Mr P is unhappy with the way AXA Insurance UK Plc handled his claim for a replacement rear windscreen under his motor insurance policy.

When I refer to AXA it includes their agents.

### **What happened**

In December 2024 Mr P put in a claim for a new rear windscreen after discovering it was smashed. AXA accepted the claim but said that as the car had a soft roof, they would classify the claim as 'accidental damage' as opposed to 'windscreen repair' as the whole of the roof would need repair or replacement in order to fix the rear windscreen. This meant the excess applicable would be £550 instead of £115. Mr P wasn't happy about this and made a complaint.

The claim proceeded and Mr P selected a garage at his preferred location but instead AXA's agents appointed a different garage. They collected his vehicle on 13 December 2024. On 16 December 2024 Mr P went to the garage to collect his personal belongings from the vehicle. But when he got there discovered the vehicle wasn't there. Mr P called the agents handling the claim, they said the vehicle was likely being transported at that time. Mr P had concerns as to where the vehicle had been over the weekend following the collection. The agents were unable to provide Mr P with any reassurance but said the vehicle was definitely in their possession.

Mr P became aware that the recovery agent had driven his vehicle with a smashed rear screen, which he felt was against the law. He made the claims handlers aware of this, and they said they would follow it up. A few days later Mr P contacted the claims handler and explained he had reviewed dashcam footage from his vehicle which showed the representative from the recovery agent had driven his vehicle 42 miles away at speeds of 70mph on the motorway with a smashed rear windscreen. The footage also showed the vehicle parked halfway out of a garage. Mr P felt the vehicle should have been collected by a truck and transported to the garage and he was unhappy with the lack of care for his vehicle.

On 23 December 2024 Mr P contacted AXA for an update and to see if a decision had been made in respect of the vehicle being repairable or not. They explained that the garage had assessed the vehicle and sent it to AXA's engineer for further review and authority to proceed. They said that due to Christmas, a decision should be made either 24 or 27 December 2024.

Mr P called AXA on 27 December 2024 for an update on the claim. But they said they didn't have an assessment from the garage/ agent on file. Mr P expressed dissatisfaction with the mixed messages he'd received from AXA and their agents and was given the impression it wouldn't be followed up until 2 January 2025. But on 30 December 2024 Mr P spoke to the claim's handler, and they confirmed repairs had been authorised on 27 December.

On 2 January 2025 Mr P spoke to AXA for an update, and he says the mixed message

continued as he was first informed that additional damage had been discovered on the vehicle, but the call disconnected. When Mr P called back he was told that wasn't correct and there wasn't any additional damage. But they advised that the part required was on back order so repairs were delayed until it was received.

Mr P made a complaint about the issues he had encountered.

Following this Mr P was unhappy that the link AXA provided wasn't allowing him to upload the dashcam footage. It was suggested that this was due to the size of the file he was trying to upload, and they made suggestions for how he could upload it successfully. He requested their duty of care policy and despite multiple calls in relation to it, it was never sent. He was later told this didn't exist and was pointed to AXA's consumer rights obligations.

At the end of January 2025 Mr P went to collect his vehicle as he was told the repairs had been completed. But when he got there, he discovered damage to the alloy wheels which wasn't there before. AXA spoke to the repair garage on 4 February 2025, they said they thought the damage to the wheels was caused by the recovery agent when they transported the vehicle. AXA presented this to the recovery agent, but they wanted to see the dashcam footage before responding. And later it was determined that the wheels weren't clearly visible in the footage to determine if the damage was pre-existing. But they did rectify the damage.

The dashcam footage was further reviewed by a manager on 12 February 2025. The manager found the car wasn't loaded onto a truck as the recovery agent had suggested. It showed the vehicle was driven with a smashed rear windscreens. An estimate for the additional damage was agreed on 25 March 2025. And on the same day Mr P received an email saying his car was a potential total loss. AXA informed Mr P this was a mistake, and it was confirmed the repairs would be complete as agreed.

On 31 March Mr P was contacted by a salvage company to discuss a settlement figure for his vehicle. Mr P contacted AXA as he was under the impression his vehicle was being repaired. They confirmed Mr P could ignore it. But on 1 April 2025 he contacted AXA again as he was still receiving contact from the salvage company. At this point a manager took responsibility of it to ensure Mr P didn't receive any further contact from the salvage company. The additional repairs to the vehicle were completed on 17 April 2025 and the vehicle was returned to Mr P.

On 17 April 2025 AXA issued a final response. They said they felt they had classified the claim correctly as an accidental damage claim rather than a windscreen repair claim, although they had only asked Mr P to pay the windscreen repair claim excess as a gesture of goodwill. But they accepted this section of their policy could be clearer. They were happy with the time the vehicle was in storage after the initial collection and that the vehicle had been stored in a secure compound. They accepted that a mistake was made in respect of the repair timeline and that the recovery agent drove Mr P's vehicle with a smashed rear windscreen and was speeding and using his phone whilst driving. They also accepted that Mr P hadn't received call backs after calls had disconnected and some of the promised call backs never materialised. There was incorrect information given in respect of their policies and the additional damage to the alloy wheels was likely caused by the recovery agent and further repairs were needed which led to avoidable delays. They awarded Mr P £400 compensation.

AXA then issued a second final response on 28 April 2025. This focussed on incorrect information being provided that said Mr P's vehicle had been written off and the subsequent contact from the salvage company. They accepted they had made an error in instructing the salvage company and this led to the unnecessary contact from them. They awarded Mr P an

additional £25 compensation. So, in total Mr P had been awarded £425. And AXA had allowed him to pay an excess of £115 rather than £550. Saving him a further £435.

Mr P brought his complaint to this service. Our investigator felt that taking account of the £435 saving this gave Mr P a total redress of £860. And whilst AXA had treated Mr P unfairly and unreasonably the total redress of £860 was a fair and reasonable resolution to the complaint. After the investigator issued their opinion the claims handling agent sent an apology to Mr P for the lack of call backs and sent him a voucher for £50.

As Mr P remained unhappy, I issued a provisional decision on 10 December 2025. Which said:

*“Whilst I’ve considered all the information, I haven’t commented on it all. Instead, I’ve focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn’t meant as a courtesy but reflects the informal nature of this service.*

*The terms and conditions set out what is and isn’t covered and form the agreement between Mr P and AXA. I can see that for general accident claims Mr P has an excess that is payable per claim of £550. However, if the claim is in respect of glass replacement this has a lower excess applicable of £115.*

*Mr P feels that £115 is the correct excess applicable as he had claimed for his rear windscreen to be replaced. However, within the terms I note it says:*

*“Windscreen and window damage – what is covered:*

*We will pay to repair or replace broken glass in your car’s windscreen (including panoramic windscreens) or windows, and any scratching to the bodywork caused solely and directly by broken glass from a broken windscreen or window.*

*What is not covered:*

*Any glass that is part of a removable or folding convertible roof.”*

*Mr P had a convertible roof which needed replacement and so therefore the damage wouldn’t be covered under this section of the policy. I’m aware that as a gesture of goodwill AXA agreed to Mr P paying the windscreen excess of £115 instead of £550. However, they didn’t act unreasonably in applying the full excess at the outset.*

*AXA have agreed that it wasn’t reasonable for the recovery agent to drive the vehicle in its condition. And I can’t see this was something AXA had asked them to do. Mr P’s vehicle sustained further damage as a result of this which I can see that AXA accepted and arranged to have repaired. Which is the right thing to do in the circumstances.*

*Mr P wasn’t kept properly informed of the whereabouts of his vehicle after collection. He was of the understanding it was being taken straight to his selected garage. But instead, it was driven 42 miles away and stored over the weekend. It was then taken to an alternative garage on the Monday. I understand Mr P’s concern not only with driving the vehicle in this condition, but that this wasn’t what he agreed to and would have added additional mileage and wear to the vehicle. I have taken this into consideration in respect of the outcome reached.*

*There was also conflicting information from AXA, as although they had informed Mr P his vehicle was being repaired, he received communication from a salvage agent as they had*

*been informed by AXA that the vehicle was being written off. Even after Mr P reported this to AXA, he continued to receive calls from them about salvaging his vehicle. This added confusion and upset to the claims journey.*

*There were lengthy delays in both the initial repair, which was around seven weeks and a delay in the vehicle having the additional damage to the wheels repaired. I understand that Mr P's vehicle went into the garage near Christmas and there was an added delay as a result of this. However, it appears there were still instances where the delay was avoidable such as the time taken waiting on engineers' approval for the repairs.*

*Mr P's vehicle assessment started on 13 December 2024, but he didn't receive his vehicle back until 28 January 2025. During this time, he received updates on the claims progress which wasn't accurate and made multiple calls to AXA and their claims handling agent for updates to understand what was happening with his vehicle. The vehicle then went back in for repair to the wheels around the second week of April 2025. Whilst Mr P had his vehicle back in between, this is a significant time to wait for his vehicle to be back the way it should have been, especially since the damage sustained to the wheels was a result of AXA's agent.*

*As there was a claims handling agent involved, it was clear that it was confusing for Mr P as he was told the claims handling agent were dealing with the claim but when he was looking to resolve issues encountered with the recovery agent, they said that AXA were dealing with that aspect. So, at times he was calling both AXA and the claims handling agent to understand what was happening. And at times it wasn't clear why the claim hadn't progressed. Mr P also didn't receive call backs when promised despite chasing them regularly and experienced some calls disconnecting.*

*When he made his complaint, he was also of the understanding that he had separate complaints with AXA and the claims handling agent, which wasn't necessarily the case, so it's clear the communication about that wasn't sufficient. And he wasn't happy with the delays in receiving an outcome to his complaint as it exceeded the 8 weeks investigation timeframe. Mr P raised this several times during his calls, but he wasn't informed that he was entitled to refer his complaint to this service, despite not receiving the final response letter, as it had exceeded the investigation time.*

*Mr P made a Subject Access Request for calls between him and the claims handling agent, and he chased this up multiple times when he didn't receive the information as expected. When he did receive the calls, he says there were calls missing and so he had to chase this up again. I note the claims handling agent did contact Mr P directly and apologised in this respect and also awarded a £50 voucher by way of apology.*

*AXA have accepted that they didn't provide the level of service they should have and awarded Mr P £425. They also agreed, as a gesture of goodwill, to allow Mr P to pay the windscreen excess of £115 instead of £550. I recognise there were significant delays with the overall repair of Mr P's vehicle and conflicting and confusing information provided along the way. The way his vehicle was handled by the recovery agent was distressing and caused unnecessary damage which added to an already stressful time. He did make multiple calls to both AXA and its claims handling agent and didn't receive the level of customer service he should have. However, taking account of the reduced excess Mr P had to pay this means AXA have made a total award of £860. I'm satisfied this, along with the apology is fair and reasonable in the circumstances as this does reflect the substantial distress and inconvenience caused."*

### **Responses to my provisional decision**

AXA didn't respond or provide anything further for me to consider. Mr P said he didn't feel the terms and conditions are clear enough regarding the windscreen cover and claims. And he provided some examples from AXA's website he felt supported this. He also didn't feel the lower excess payment should be treated as part of the redress. And had he known this would be the case he'd have raised a complaint in respect of the policy being mis-sold. He also said he feels there isn't any evidence the vehicle was stored in a secure location before being taken to the garage.

### **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 have considered the information Mr P has shared from AXA's website which provides more general information about their windscreen and glass cover. But the policy terms and conditions set out the agreement between AXA and Mr P. In respect of windscreen and window damage they say that cover isn't provided for "*Any glass that is part of a removable or folding convertible roof*". Mr P's vehicle's rear windscreen is part of the convertible soft roof, so I am satisfied that the damage wasn't covered under this section of the policy. And so therefore AXA weren't unreasonable to charge the full excess initially.

I appreciate Mr P's thoughts regarding the redress, and that I have taken account of the fact that AXA charged Mr P a lower excess as a gesture of goodwill, in what I consider fair and reasonable overall. However, my role is an impartial one and I need to consider the circumstances in its entirety. Having done so, I feel it is fair and reasonable to take into consideration AXA's actions in handling Mr P's claim and that includes the reduction in the excess payment he had to pay.

In respect of where the vehicle was stored, I do understand Mr P's concerns especially given how his vehicle had been treated. However, I'm not persuaded the vehicle wasn't in a secure location. And I have fully considered AXA's handling of the vehicle recovery and included this in my provisional findings.

Overall, the service provided by AXA did fall significantly short of what Mr P should have received. But I'm satisfied that the £425 they awarded and the reduction in the excess Mr P had to pay, bringing the total award to £860 as well as an apology is a fair and reasonable resolution for the distress and inconvenience it caused. Mr P also received a £50 voucher from AXA's claims handling agent for the distress and inconvenience it caused.

### **My final decision**

My final decision is that AXA Insurance UK Plc should pay Mr P £425 if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 January 2026.

Karin Hutchinson  
**Ombudsman**