

The complaint

A complains that they weren't given a courtesy van by AXA Insurance UK Plc during repairs following a claim.

What happened

A have a commercial van policy with AXA. In early December 2024, A's van was broken into and damaged. A raised a claim. Their van was taken to an approved repairer, but it took six days to be given a courtesy vehicle. However, this was a small car instead of a van. A were unhappy and raised a complaint. AXA upheld A's complaint. They accepted it took too long to get A a courtesy vehicle and awarded £210 compensation and £90 for loss of use. AXA offered to review A's financial loss if they were to provide them with evidence. A was still unhappy and brought the complaint to this service.

Our investigator didn't uphold the complaint. They thought AXA's compensation was fair in the circumstances. A appealed. They said they weren't given a van for the entire period of repairs. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both AXA and A a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold A's complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether AXA acted in line with these requirements with how they handled A's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than A have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, I need to set out the remit of this complaint. We can only look into a

complaint that has been raised and responded to by a business. At the point this complaint was brought to this service, a final response had been issued on 30 December 2024. I accept that the issues went on after this point and A also raised new issues after this point, but this decision is limited to events up to the 30 December 2024.

It's important to understand what the policy terms and conditions say. They set out the following on courtesy vehicles:

"We will provide you with an insured courtesy van for the duration of the repair. We may not always be able to provide an exact like-for-like replacement to your vehicle; however we guarantee to at least provide you with a small van that will allow you to stay mobile in the event of a repair."

A's policy guaranteed them with at least a small van. However, A were never provided with a small van and were given a small car as that's all that was available.

AXA's compensation offer is only in regard to the delay of six days in getting a courtesy vehicle. However, it doesn't consider the inconvenience of having a small car instead of a small van. So, I think the compensation should be increased.

I appreciate that it must have been inconvenient for A not to have to a van which meant they needed to reschedule work and drop off and collect tools on a daily basis. Although this is a distilled version of events, I've considered everything in the round and I think A has been caused considerable inconvenience. In line with our website guidelines, I intend to award A an additional £200 compensation on top of what has already been offered by AXA.

I appreciate A has said they want AXA to pay him what would have been the rental cost of a van but this isn't how we look at compensation. AXA has offered to review any loss of earnings should A provide them with more details. Whilst I appreciate A doesn't want to do this, I think this offer is fair in the circumstances should A change their mind. I also think the initial compensation offered for the first six days was fair and reasonable."

I set out what I intended to direct A to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

AXA confirmed they didn't agree with my provisional decision. They said a further final response letter had been issues with further compensation awarded to A for the inconvenience.

A didn't respond to the provisional decision by the deadline.

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've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to AXA, my conclusions remain the same. I'll explain why.

AXA has said that a further complaint was raised by A and further compensation was awarded. However, this isn't relevant to this complaint. As set out in my provisional decision,

the remit of this complaint is only up to the date the final response letter was issued on 30 December 2024. If a further complaint was raised and responded to, it would only have considered events after the 30 December 2024. So, I can't consider any additional compensation offered in subsequent complaints in this decision.

AXA has also said that A accepted a car instead of a van and didn't raise it again. A accepted a car on the basis that it got the claim moving so he could get his van back to minimise losses. Prior to this, AXA had failed to get A a van, so they were down a vehicle. Had A not accepted a car, there's no knowing how long it would have taken for AXA to be able to provide them with a van. I don't think A accepting a car, should mean AXA shouldn't consider the inconvenience of having a car instead of a van when the other option was to remain without a vehicle at all. At least with a car, A was able to complete some work although with additional inconvenience. AXA has said to provide A with a van, a different repairer would have been needed to be used. Whilst I appreciate AXA may use their network for courtesy vehicles, it's not the only way a hire van could have been arranged for A. A had also raised issue about not having a van and raised a complaint about it, so, I don't think this means AXA didn't need to continue to try to provide a courtesy van to A during the repairs.

Based on the above, my outcome remains the same.

Putting things right

To put things right, AXA should do the following:

- Pay a total of £410 compensation for the inconvenience caused*.
- Pay a total of £90 for the loss of use.

*This is only for the period up to 30 December 2024. AXA would still need to pay any additional compensation offered to subsequent complaints.

My final decision

For the reasons I've explained above, I uphold this complaint and direct AXA Insurance UK Plc to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask A to accept or reject my decision before 4 February 2026.

Anthony Mullins
Ombudsman