

The complaint

Mrs R has complained about the way her motor insurer, AXA Insurance UK Plc (AXA), communicated with her about an accident she was involved in.

What happened

In December 2024 Mrs R was involved in an accident. Initially, the matter was referred to an Accident Management Company (AMC) but Mrs R decided not to claim under her motor insurance policy and paid for the car repairs herself.

AXA wrote to Mrs R in December 2024 and January 2025 asking her to contact it as it had been notified of a claim by the AMC. Mrs R found the letters confusing, so she wrote to AXA to ask for clarification. AXA didn't respond so Mrs R sent a further letter in February 2025 which again received no response. In April 2025 Mrs R sent a third letter in which she complained about AXA's failure to respond to her two previous letters. She then sent a final letter to AXA in May 2025. As none of her letters received a response, Mrs R brought her complaint to our Service in August 2025.

Following our involvement, AXA said it wanted to apologise to Mrs R for not responding to her letters and complaint. It offered £300 compensation for the distress and inconvenience its lack of response caused Mrs R. AXA also said that it wished to offer Mrs R the option to have the costs she incurred to repair her car reimbursed under her policy if she had receipts of the works carried out.

Our Investigator thought AXA's offer to resolve the complaint was fair. Mrs R questioned whether AXA was offering to cover the repair costs as a goodwill payment or as an insurance claim. The Investigator explained that if Mrs R decided to have her costs reimbursed by AXA, that would be considered a claim under her policy. Mrs R responded to say she still didn't understand AXA's repair offer but as she needed to respond by a certain deadline, she would accept it on the caveat she didn't understand it.

The Investigator wrote to Mrs R reiterating that if she wanted to be reimbursed for the repair costs, this would be recorded as a claim and that he had asked AXA to call her to answer any questions she had about this aspect of the offer. Mrs R wasn't happy AXA called her as she had stated she wanted to be contacted by post only. AXA then issued a cheque in the post for the £300 compensation it had offered which Mrs R rejected and returned to our Service. She asked for an Ombudsman to consider her case as she thought it was the only way to get clarity on AXA's offer, so it 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.

I'm aware I've set out the background to this complaint in less detail than the parties have presented it. I'm not going to respond to every single point raised. Instead, I've focused on what I find are the key issues here. I assure both parties, however, that I've read and

considered everything they've provided.

I should first set out that I'm only considering the actions of AXA in this case. I know Mrs R had concerns about the AMC but AXA isn't responsible for the AMC's actions. My role here is to decide whether AXA has acted fairly towards Mrs R.

AXA has already acknowledged that it failed to respond to Mrs R's letters and made an offer to put things right. There were two parts to this offer, firstly the £300 to compensate Mrs R for the distress and inconvenience caused and secondly, the option for Mrs R to recoup her car repair costs by making a claim under her policy.

About the first part of the offer, I understand the process has been upsetting for Mrs R. And I can appreciate her frustration when her letters weren't responded to. I think the £300 compensation offered is fair, reasonable and proportionate to reflect AXA's poor service and the impact on Mrs R. This amount is consistent with our bands of awards where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out and is in line with what I would've awarded. So, I don't require AXA to do anymore about this aspect of the complaint other than to pay Mrs R the £300 compensation it has offered.

About the second part of the offer, I appreciate Mrs R has found it confusing and has requested clarifications on it a number of times. She specifically wanted to know if AXA was offering to cover the repair costs as a goodwill payment or as an insurance claim. Mrs R was entitled to ask this question but I can see that our Investigator did clearly explain to Mrs R that if she wanted to have her repair costs covered by AXA, that would be considered a claim under her policy.

I appreciate Mrs R remained confused about the second part of the offer and I can see that AXA tried to explain things further by calling her, but she refused to discuss the matter over the phone. Mrs R is entitled to decide how she wishes to be contacted. However, as the offer had already been explained to her a few times in writing, I don't think it's unreasonable for AXA to attempt to call Mrs R to explain the offer over the phone.

Ultimately, Mrs R doesn't have to accept AXA's offer to have the repair costs covered under her policy. AXA simply wanted to let her know that this was still an option for her. Mrs R initially decided not to pursue a claim under her policy and this can continue to be the case if she's worried about the impact making a claim would have on her insurance going forward. AXA has confirmed the accident has been recorded as 'notification only' which is the standard process in circumstances where neither party makes a claim.

Taking into account everything that's happened, I think the £300 offered by AXA is enough to fairly compensate Mrs R for the impact its poor service caused. It is up to Mrs R to decide if she wants to make a claim under her policy to recover the costs she incurred to repair her car.

My final decision

My final decision is that I uphold this complaint. I direct AXA Insurance UK Plc to pay Mrs R £300 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 26 February 2026.

Linda Tare
Ombudsman