

The complaint

Mr B complained that AXA Insurance UK Plc (“AXA”) handled his accident claim poorly, resulting in delays and inflated repair estimates, under his motor insurance policy.

What happened

Mr B was involved in an accident whilst driving in January 2025. He said the other driver was considered at fault. Mr B said AXA wanted to categorise his car as a total loss but he said it was still roadworthy. Additionally, he thought the repair costs quoted were too high. He explained that the business failed to pursue a witness statement, and he had to constantly chase for updates. Because of all of this he complained to AXA.

In its final complaint response dated 7 April 2025 AXA told Mr B a senior engineer had confirmed the repair costs were reasonable. It acknowledged incorrect or conflicting information had been provided by its suppliers. And that messages received from its repairer were not to the required standard. AXA accepted that it could have handled the claim in a more proactive manner and communicated to a better standard.

In its response AXA confirmed it had delayed authorisation of the repairs to Mr B’s car due to an error. And that he had been contacted by multiple agents regarding a hire car, which was unnecessary. The business commented on £25 compensation it had failed to pay in relation to an earlier complaint raised by Mr B. It apologised for the poor service and offered £400 compensation in addition to the £25 it had previously agreed.

Mr B didn’t think AXA had treated him fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. He agreed that the claim handling and service wasn’t of a good standard. But he was satisfied that the AXA had done enough to put this right with its offer of compensation. He noted it had also offered £50 towards Mr B’s taxi costs. He thought this was fair.

Our investigator said the concerns Mr B raised about AXA’s agent and its appointed repairer would need to be addressed by those parties directly. And so could not be considered as part of his investigation.

Mr B didn’t accept our investigator’s findings and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in December 2025 explaining that I was intending to not uphold Mr B’s complaint. Here’s what I said:

provisional findings

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

Having done so my intention is to not uphold Mr B's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

We expect AXA to handle claims effectively. I've focused on whether it did so here. I've split my decision by the relevant headings for ease of reading.

Repair estimate

I asked AXA to provide a copy of the repair estimate its agent obtained, which it did. This sets out the work that was required in detail, including the components that needed to be replaced. The cost of the repairs was confirmed at £2,194.94 including VAT.

Mr B didn't think the estimate AXA provided was reasonable. From the records the business agreed to arrange a further inspection. I've seen the engineer's report from this dated 12 February 2025. The engineer described that a moderate impact had occurred to the front of Mr B's car. He referred to a repair estimate that had been provided from a local garage. The repair costs, from this garage, came to £1,139.40 inclusive of VAT.

I've seen a copy of the local garage costing. But this only provided a limited description of the intended repairs compared with the detailed account provided by AXA's appointed garage.

Mr B raised concerns about the difference in repair costs. AXA then arranged a review by its senior engineer. The engineer explained that the local garage chose to repair components that AXA's garage intended to replace. He said the local garage hadn't included two components in its costing that AXA's agent had included. He also explained that the two garages intended different methods for the repairs and had different standards to work to.

Based on the information I've read I don't think it's been shown that AXA's agent obtained an inflated estimate for the repairs to Mr B's car. The engineer's comments appear reasonable and are supported by the estimates. Smaller garages can benefit from lower operating costs. They are also free to complete repairs that will satisfy the customer. But this is not necessarily the same as repairs completed under the indemnity cover an insurance policy provides.

From the claim records on 14 January 2025 there is reference to Mr B querying if his car was a total loss, as this is what he'd been told. AXA's agent explained that an assessment had yet to be completed. The discussion then turned to Mr B potentially using his own repairer, which is what he ultimately did.

From what I've read I can't see that AXA treated Mr B unfairly in relation to these points. It's given a reasonable account of why there is a difference in the charges. There's an indication that inaccurate information was discussed with Mr B regarding the total loss of his car. But this issue was resolved relatively quickly.

Mr B decided to use his choice of repairer. AXA then paid the cost of the repairs in full. The business acknowledged a delay occurred in it authorising the repairs. From the records this took several weeks to resolve. This was avoidable and added to the time taken to deal with the repairs and Mr B's claim. But I note the engineer report confirmed his car was still driveable after the collision so this didn't mean he was left without transport.

AXA acknowledged that it caused a delay of several weeks in the repairs being authorised. In these circumstances its fair that it apologised and offered compensation.

Liability/witness statement

I've thought carefully about the standard of AXA's claim handling, given the concerns Mr B raised.

AXA wrote to the third-party's insurer ("TPI") on 14 January 2025 to hold its driver responsible for the collision. It chased the TPI on 3 March and then on 11 April. AXA then sent a final email to the TPI on 21 May advising it would instruct solicitors if no response was received within 14 days.

In its submissions AXA said the TPI accepted liability, which it confirmed on 3 March 2025. I asked it to provide confirmation of this, which it did, and to confirm why it continued to ask about liability in subsequent correspondence with the TPI. It responded with an email from the TPI dated 6 February 2025. The TPI admitted liability in this email. AXA explained that this email was sent to an incorrect address originally, which is why there was a delay in acknowledging it until 3 March. It didn't comment on its continued contact with the TPI about the liability outcome. But I can't see that this has had a negative impact on Mr B's claim.

AXA was paid its costs by the TPI at the end of June 2025. For clarity, the period I can consider in my decision is up to 7 April 2025. This is when AXA sent Mr B its final complaint response. Any issues beyond this date, including the time taken to settle the claim, can't be considered in my decision here.

I can see the invoice for Mr B's car repairs is dated 2 April 2025. His loss occurred on 10 January. So it took just under three months for the repairs to be authorised and completed. Some of this delay relates to the dispute Mr B had about AXA's approved repairer costs. But, as discussed, there was also a delay in the repairs being authorised.

From the copy correspondence AXA contacted the witness on 4 February 2025 and supplied an information pack for him to complete. The witness made contact with AXA to say he hadn't received the information pack. A voicemail was left for the witness. This was followed up by an email on 14 February. A copy of the information pack was attached to AXA's email. The records show the business sent a copy of the witness statement to the TPI on 25 February. So, from first requesting the witness statement, to receiving it and sending a copy to the TPI took around three weeks. Having listened to Mr B's calls with AXA it's apparent that he was chasing the business to request this information earlier. I can understand his concern. But overall I don't think it took an unreasonable amount of time to obtain the witness statement. Albeit I do acknowledge Mr B's concern that it was his chasing that instigated this.

I acknowledge Mr B's comments that he had to continually provide the witnesses details to AXA. I don't dispute what he says. But overall, I think the apology the business provided along with its compensation sufficiently acknowledges any delays and inconvenience caused here.

Service

Mr B said his wife was accused of being a liar by AXA's approved repairer.

I've read the messages that Mr B exchanged with the repairer. He disagreed that the repairer had discussed the intended work when his wife had called in for the estimate. In its response the repairer maintained that it had discussed the intended repairs. It said they would have to "agree to disagree" on this point. It said that it understood Mr B wanted to use his own choice of repairer so he had received the repair outcome he wanted.

I wasn't party to Mr B's wife's conversation when she called in at the repairer's garage. So, I

can't determine what was and wasn't discussed. Based on what I've read I can't reasonably conclude that Mrs B was lied to. However, communication clearly wasn't effective as Mrs B wasn't aware of what the intended repairs consisted of.

Mr B also said he was contacted several times by the hire car company appointed by AXA. He thought this was excessive.

I'm sorry that Mr B was frustrated by these issues. But I think this has reasonably been acknowledged with the apology and compensation AXA offered.

Having considered all of this I don't think AXA treated Mr B fairly in relation to the delay in authorising the repairs. But I think it has done enough to put this right with an apology and its offer of compensation. It should pay this to Mr B if requested. But, I can't reasonably ask AXA to do any more.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

AXA didn't respond with any further comments or information for me to consider.

Mr B responded to say he hadn't received all monies owed to him by AXA. He asked what would have happened if he hadn't chased the business regarding the witness statement and the vehicle repairs. Mr B also asked why his car required a new bumper when the garage he appointed had been able to repair it.

Mr B said AXA's repairer were trying to make money from the situation. He said that driving his car whilst damaged was embarrassing.

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.

Having done so I'm not persuaded to change my findings.

If Mr B hasn't received monies owing to him he should contact AXA to query this.

I'm not able to consider what could have happened. Only what did. I acknowledged that AXA hadn't provided a good standard of service at all times. But I'm satisfied it's apology and offer of compensation was enough to put this right.

AXA's appointed garage must work to a specific standard with agreed methods for repairs. This didn't allow for all damaged components to be repaired, but rather some required replacement. This differed to the approach taken by Mr B's garage. But the difference in cost has reasonably been explained. Mr B used a garage he chose for the repairs. This was paid for by AXA. Had he agreed for AXA's garage to complete the repairs it would still have paid for this. I understand Mr B believes the repair costs were inflated. But I've seen no evidence to support this. And I have not found reason to consider that he was treated unfairly.

I'm sorry Mr B had to drive his car whilst damage was showing. But I'm satisfied that this has been addressed with the provision of an apology and compensation. So, I can't fairly ask AXA to do any more.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 February 2026.

Mike Waldron
Ombudsman