

## **The complaint**

Mrs H has complained about AXA Insurance UK Plc trading as Moja's service after she complained on her motor insurance policy. In particular she says it caused delays and didn't communicate appropriately with her.

## **What happened**

Mrs H was in an accident in September 2024. She claimed on her policy and told AXA that the other driver was at fault for the accident. AXA put Mrs H's allegations to the third party insurer. It denied liability on behalf of its policyholder.

In April 2025 AXA referred the matter to solicitors to pursue. In September 2025 the solicitors issued proceedings to have the matter settled in court.

Mrs H was unhappy with AXA's service. In its response to the complaint, in October 2025, AXA acknowledged it had delayed dealing with the matter between 25 October 2024 and 6 December 2024 and then again between 6 December 2024 and 23 April 2025. It paid Mrs H £200 compensation for the impact of its delays. But it didn't think it was responsible for the solicitors' actions once it had referred the matter to them.

Mrs H remained dissatisfied and brought her complaint to the Financial Ombudsman Service. One of our investigators looked into it. He didn't think AXA had dealt with Mrs H fairly. As well as the delays AXA had acknowledged, the Investigator noted that Mrs H also had to chase it for updates. Similarly he noted that Mrs H had to chase the solicitors for updates in July and September 2025, at which point they told her they had issued proceedings. To address the impact of these additional matters the Investigator recommended that AXA should pay Mrs H a further £200 compensation.

AXA didn't agree with our Investigator's complaint assessment; so, as the matter remains unresolved, it's been passed to me to determine.

## **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.

In bringing this complaint Mrs H has made a number of points. I've considered everything she's said and everything on file. But in this decision I don't intend to comment on each and every issue raised. Instead I will focus on what I see as being the key issues at the heart of Mrs H's complaint (those she put to AXA before it responded to her concerns in October 2025) and the reasons for my decision.

It's not in dispute that AXA delayed progressing matters between October 2024 and April 2025. And having had the benefit of seeing AXA's claim handling notes I agree that's broadly correct. It seems that AXA took very little action during that period to move matters along. Additionally it provided few meaningful updates. So I agree Mrs H had to chase it to find out what was going on. I don't think that was fair.

We asked AXA for a timeline of events once it passed the matter to solicitors. AXA refused to provide this saying that it was not responsible for the solicitors' actions. It said that it had passed Mrs H's complaint to the solicitors and if she was unhappy with their response, she

could take her complaint to the Legal Ombudsman. But I don't agree that AXA's response is reasonable.

AXA appointed the solicitors in order to determine liability and to recover its claim outlay. And if the solicitors were successful in achieving that outcome then, as far as I'm aware, Mrs H's claim would be marked as non-fault – no claims discount allowed. And AXA could review her insurance premium which had renewed in the meantime. So in this situation, the solicitors are essentially acting as claims handlers for AXA. And as I understand it, for the majority of the period in question, they hadn't actually begun litigation.

In the above circumstances AXA remains responsible for any unwarranted delays and any lack of communication. So I don't think AXA responded fairly to Mrs H's complaint about ongoing delays when it essentially tried to redirect her concerns to the solicitors.

I've also noted AXA's comments that the solicitors have their own regulator and that Mrs H may be able to put her concerns to the Legal Ombudsman. But that does not absolve AXA from the responsibility to respond to concerns about its service. Mrs H's policy and cover is provided by AXA not the solicitors. And Mrs H was concerned that AXA was not doing enough to ensure that the solicitors it appointed were fairly attempting to bring matters to a close. Neither was AXA ensuring Mrs H received timely updates on progress. And from Mrs H's own timeline of events I agree that's the case.

It follows that I think Mrs H's concerns about the lack of progress and communication were justified. That's the case even if the delays and poor communication were attributable to the solicitors rather than AXA itself. That said, I do need to recognise that, even when handled with the utmost efficiency, claims that require some form of litigation often take many months or even years to close.

However, I also recognise the ongoing and unwarranted delays added to a lack of updates being given has been a source of distress and inconvenience for Mrs H. To address that I think AXA should pay her further compensation of £200 on top of the £200 it's already paid. I think a total amount of £400 is an appropriate amount to recognise the considerable distress, upset, worry and inconvenience Mrs H's experienced over many months.

I would also say that AXA ought to communicate with its appointed solicitors to ensure the claim moves forward and to avoid any further unnecessary delays.

### **My final decision**

For the reasons set out above I uphold this complaint. I require AXA Insurance UK Plc trading as Moja to pay Mrs H a further £200 in compensation. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 16 March 2026.

Joe Scott  
**Ombudsman**