

## The complaint

Mr C complains about AXA Insurance UK Plc's service following a claim he made on his motor insurance policy.

Mr C is the policyholder and main driver, his wife – Mrs C – is the named driver. Mrs C has assisted Mr C in making the claim and bringing the complaint. But, for simplicity, I will refer to her comments as being Mr C's.

## What happened

Mrs C was driving when she was in an accident that wasn't her fault. Mr C claimed on his policy. He later raised concerns about a number of aspects of AXA's service.

AXA partly upheld Mr C's complaint. Amongst other things it said it hadn't updated him about delays, one of its agents had been rude and it hadn't offered a courtesy car when booking Mr C's car in for repairs. To address the impact of those things it offered Mr C £200 compensation for his distress and inconvenience and a further £210 to compensate him for not offering a courtesy car.

Mr C brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. She thought AXA's offer to put things right was reasonable.

Mr C didn't agree with our Investigator's complaint assessment; so the matter'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 Mr C has made a number of points. I've considered everything on file. However, in this decision I don't intend to address each and every issue raised. Instead I will focus on those matters at the heart of Mr C's complaint which remain outstanding following our Investigator's assessment of it and the reasons for my decision.

Since bringing this complaint to the Financial Ombudsman Service Mr C has complained about additional matters. We have considered those points under a separate reference number. So I do not intend to comment on those issues within this decision.

### *AXA's decision to repair the car*

Mr C believes that given the extent of the damage to his car, it wasn't safe to be repaired. But AXA repaired it anyway.

Like all motor policies I'm aware of Mr C's policy gives AXA the discretion to decide how to deal with a claim. That means AXA doesn't need Mr C's permission to decide whether or not his car is repairable. But I have considered whether it applied that discretion fairly.

When deciding whether a car is repairable insurers like AXA will generally obtain an estimate of the costs of repairing the damage to a car. Then if that estimate goes over a certain threshold – which is usually a certain percentage of the car's pre-accident value – the insurer will deem the car a total loss. However, if the cost is below that threshold then it's usual for the insurer to say that the car is repairable and settle a claim in that manner.

AXA employs a repair network, which uses a number of approved repairers to organise repairs for it. One of those approved repairers estimated both the costs of the repairs – £5,645 – and the pre-accident value of Mr C's car, which it said was £8,291. Having done so it said the costs to repair were below AXA's threshold to deem the car a total loss and so it said it was repairable. And having looked at the information the approved repairer used when arriving at that decision I think it did so fairly.

Mr C asked AXA for evidence of his car's total loss value. AXA told him that it couldn't give him a total loss valuation because it hadn't produced one. I think what Mr C was asking for was evidence of how it arrived at the pre-accident value of £8,291. As I've said above this was provided by the approved repairer. It seems likely it took that valuation from one of the industry recognised trade guides used for valuing second hand cars. Having looked at that estimated value, I think it seems reasonable.

However, while I think the estimated pre-accident value AXA used was reasonable I'll explain that's not the same as a total loss valuation. That's because when insurers provide valuations for cars they've deemed a total loss they are, generally, expected to go through a process. That process usually involves consulting a range of trade guides using the car's specific make, model, age, mileage and condition at the date of the loss. The insurers then compare the valuations they arrive at from the trade guides with cars available on the open market together with any specialist reports that might be available, before arriving at a final valuation.

But in this case, as AXA decided the car was repairable, it didn't need to go through that process. So I think that's why it couldn't give Mr C a 'total loss' valuation – because it hadn't done one. It had only received a pre-accident value estimate from its approved repairer. However, having looked at the trade guides' valuations myself, I'm satisfied that, while slightly at the low end, AXA's pre-accident value was a reasonable starting point when deciding if Mr C's car was a total loss.

I'm also aware that AXA provided Mr C with two different estimates for repairs which were for considerably different sums. I understand that's because one of those estimates was the higher level costs before the repair network applied the labour rate discounts it offers to AXA and the discounts on the prices for parts the network itself receives. However, given that it was the lower sum that AXA would actually have to pay to the repairers, I think it was reasonable for AXA to rely on that figure when deeming the car repairable.

It follows that I think AXA's decision to repair the car was fair and reasonable in the circumstances.

#### *Providing a replacement car while Mr C's car was being repaired*

Mr C said that AXA left him without a car while it was repairing his car. But, I think AXA has identified it made a mistake and offered appropriate redress for the impact of that.

I'll explain that when Mr C first reported the accident AXA told him it could refer him to its partner company which provides hire cars for it. It then sent an instruction to that hire car company to provide a hire car for the duration of the repairs. But Mr C didn't ever actually take up the option of the hire car.

Similarly, I've seen that when the approved repairer accepted Mr C's car for repairs, as his claim was non-fault, it also offered him a hire car, which he also refused. I'm aware that Mr C was reluctant to take a hire car in case liability was eventually decided against him. But that was his choice.

Additionally, I'm aware that Mr C did have access to another car while repairs were ongoing. So it's not the case that he was left without transport.

That said AXA has identified that while it did offer Mr C a hire car, when it booked the car in to the garage, it should also have offered him a courtesy car at that point. His policy said he

could have a courtesy car for a maximum of 14 days while his car was being repaired. The policy also says that if it didn't offer a courtesy car then it would pay him £15 a day for the 14 days he was entitled to the car, a total of £210.

So, when Mr C complained and AXA identified that it hadn't offered the courtesy car it said it would compensate him in the sum of £210. I note that it also considered the impact of its error here when it offered Mr C compensation of £200. I think that was a reasonable response in the circumstances.

#### *Choice of a repairer*

Mr C said AXA unfairly left him with no choice but to allow its approved repairer to fix his car.

As I've said above Mr C's policy does give AXA the discretion to decide how to settle a claim. So it is entitled under the policy terms to ask its approved repairer to do the work. However, it's usual where a policyholder has expressly said that they would prefer their own chosen garage to do the work to allow that to happen. Although the insurer may insist that the amounts it will pay are limited to those the insurer would pay for its approved repairer to do the work.

In this case I've seen no evidence that Mr C told AXA he would prefer his own garage to do the work until after AXA had already instructed the approved repairer and it had incurred costs. Mr C's said he thought the approved repairer would deem his car a total loss. While that is something that the repairer considered, I've seen no compelling evidence that AXA or its repairer told Mr C it expected that to happen.

I've noted that at an early stage Mr C did ask AXA to put repairs on hold until the third party insurer had confirmed the liability stance. And AXA didn't instruct the approved repairer to begin repairs until it learnt that the third party insurer accepted liability. At that point AXA gave the go ahead to the repairer to begin repairs and it ordered some parts that day.

Prior to that, as I've said above, I've seen no evidence that AXA was aware that Mr C did not wish to use the approved repairer. So I don't think it did anything wrong in instructing the repairer to go ahead.

Had Mr C told AXA that he wanted to use his own repairer before the parts were ordered then that wouldn't have been an issue. However, because the repairer had already ordered the parts, and these were non-refundable, then that meant AXA would have had to pay for those. And, because they wouldn't have been used, AXA couldn't fairly have charged the third party insurer for them and so recover all of its outlay.

That's significant, as a situation where an insurer does not recover all of its outlay will usually result in the claim adversely affecting a consumer's no claims discount. Clearly Mr C didn't want that to happen. So he felt he had to stay with the approved repairer. But as I've said above, I don't think. Initially at least, AXA was aware that Mr C had any issues with the choice of repairer. In those circumstances I don't think it did anything wrong in instructing the repairer, or in the repairer ordering parts, when they did.

I'll add that Mr C has provided an email from the repair network to AXA which said that the parts were refundable and could have been cancelled. We put this to AXA. It's investigated the matter and shown us confirmation both from the approved repairer itself and from the repair network's 'Parts Adviser' that the parts were on 'special order'. The Parts Adviser has confirmed that the parts were non-refundable. So clearly the email saying the parts were refundable was a miscommunication. However, given the other evidence I've referred to, I'm satisfied AXA acted fairly here. AXA's repairer ordered the parts in good faith and before Mr C had told AXA he would prefer to use another repairer.

#### *Delays and service*

AXA instructed repairs to begin on 14 April 2025. It gave Mr C an estimated completion date of 7 May 2025. But that date passed without AXA providing Mr C with an update. AXA

subsequently explained to Mr C that some of the parts were on a 'back order'. And it was the delay in receiving those parts that was preventing the completion of the work. The repairer eventually completed the work around 7 June 2025.

Given that the provision of parts is something that is outside of AXA's control, I don't think it would be fair to hold it responsible for the additional delays this caused or the impact of those delays.

Mr C also complained about one of AXA's agents being rude. It agreed that its agent hadn't behaved professionally. But I can see that it took this into account as well as the impact of its lack of updates regarding delays and the mistake in not offering a courtesy car when it offered him £200 compensation. I think that was a reasonable response in the circumstances. That's because that sum is in line with other awards we make where there have been errors that have caused inconvenience, distress and disappointment over a number of weeks.

### **My final decision**

AXA has already made an offer to pay Mr C a total compensation sum of £410 (£200 + £210) to settle the complaint. I think this offer is fair in all the circumstances. So my decision is that AXA Insurance UK Plc should pay Mr C £410 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 March 2026.

Joe Scott  
**Ombudsman**