

The complaint

Ms K complains about AXA Insurance UK Plc's service when handling her claim on her motorhome insurance policy.

Initially Ms K's named driver assisted her in bringing this complaint. However, since AXA responded to it she has engaged a representative to help her. But for simplicity, except for where I think it will be helpful to mention the representative explicitly, I will refer to their comments as being Ms K's.

What happened

Ms K owns a van which has been converted into a motorhome. The vehicle was damaged in an accident. AXA referred the vehicle to its network of approved repairers. They initially said that the van was uneconomical to repair so said it was a total loss. However, when doing so the repairers valued the vehicle as a van and not a motorhome.

AXA then moved the vehicle to its salvage agents. The salvage agents also deemed the vehicle a total loss. But again they did so on the basis that it was a van and not a motorhome.

Eventually, around 12 weeks after the accident, AXA decided that the motorhome was economical to repair. However, it was a further seven weeks before it authorised repairs and moved the motorhome to one of its approved repairers.

Ms K complained. On 20 August 2025 AXA upheld her complaint and paid her £750 compensation. Ms K then contacted AXA again. It sent her another letter on 28 August 2025 simply referring her back to its 20 August 2025 letter.

Ms K brought her complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think AXA needed to take any further action. However, as a courtesy, he asked AXA to provide some documents Ms K had asked for.

Ms K didn't think that went far enough. 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.

The scope of the complaint I'm considering

Ms K put her initial complaint to AXA over the telephone. AXA then responded to it on 20 August 2025. It is the concerns that Ms K raised that AXA responded to in August 2025 which are before me now.

Ms K then appointed the representative to help her and he wrote to AXA on 22 August 2025 expressing, on Ms K's behalf, dissatisfaction with AXA's response and asking for some documentation. AXA then sent its letter of 28 August 2025 simply referring back to its letter of 20 August 2025.

Since then the representative has continued to raise additional concerns about AXA's actions that Ms K did not raise during her original complaint call with AXA. Those include,

amongst other things: the lack of provision of engineering and repair documents, the quality of repairs, AXA or its agents contacting Ms K directly rather than via her representative, and charging Ms K an excess for the repairs.

However, as our Investigator has previously explained, in line with our usual process before we will make findings on a complaint, the business concerned, in this case AXA, needs to have the opportunity to address it in the first instance. But, the additional concerns the representative has raised – which I've referred to in the paragraph above – have all arisen since AXA issued its final response of 20 August 2025. And while the representative did ask for copies of documents in his letter of 22 August 2025 he didn't at that point complain about the provision of those.

The representative's additional complaint points arose after AXA issued its final response letter of 20 August 2025. So AXA has not had the opportunity to formally respond to a complaint about those. In those circumstances I will not be addressing the representative's points above, or anything else that happened after AXA had issued its final response letter, within this decision.

That is the case regardless that our Investigator asked AXA for some information in connection with supplying further evidence to the representative. The Investigator explained in his complaint assessment that he did so as a matter of courtesy. His action in doing so did not, as the representative has argued, bring those matters within the scope of this complaint.

If Ms K still has concerns about the issues I've referred to above or any other concerns about AXA's actions or service arising after 20 August 2025, then in the first instance she may wish to put those concerns directly to AXA by way of a formal complaint. If she remains dissatisfied with AXA's response, or if it doesn't reply within eight weeks, then she can bring her complaint about that to the Financial Ombudsman Service.

Additionally, if Ms K is concerned that AXA has refused to share documents with her then she might want to raise the matter with the Information Commissioner's Office (ICO). That's because the ICO regulates compliance with data protection regulations and rules.

Also, while addressing the points within the scope of the complaint, I do not intend to comment on each and every point raised. Instead I will focus on what I see as being at the heart of Ms K's complaint and the reasons for my decision.

Referral to a hire car company

Ms K was unhappy that, after AXA referred her to a hire car company, it told her she might have to bear the hire costs if she was found liable for the accident.

I'll explain that Ms K's policy does not entitle her to a courtesy car or other replacement vehicle. That means AXA was not responsible for providing any form of replacement vehicle following the accident. And when it referred her to a hire car company that was to see if it would provide her with a replacement vehicle on what's known as a credit hire basis.

Credit hire is where a hire car company or claims management company provides a hire car without direct charge to the consumer. It's done in the expectation that the hire charges will be recovered from the third party insurer. However, in those circumstances, the hire car company or claims management company is acting entirely independently of the insurer.

So, in this case, the hire car company was not acting for AXA. That meant that, in order to engage the hire company's services, Ms K would need to agree terms directly with it. And any agreement or dispute about the provision of the hire car would be directly between Ms K and the hire company. In those circumstances AXA is not responsible for any concerns Ms K has about the hire company's actions or any charges it applied or said it might apply.

Additionally, I've noted that the broker that sold Ms K the policy included legal cover which would provide a replacement vehicle. But that cover is provided by an entirely different insurer to AXA. And, as AXA didn't arrange or sell Ms K that cover it would have been

unaware of it. So I don't think AXA did anything wrong in not providing a replacement vehicle or pointing Ms K to the additional cover that the broker had provided for her.

Delays

Ms K reported the accident on 31 March 2025; however, it was over 19 weeks before AXA decided that Ms K's motorhome was repairable. AXA has acknowledged that this delay was unacceptable. It was evidently made worse because AXA's agents twice said that the vehicle was beyond economic repair because they classified it as a van rather than a motorhome. That was clearly unacceptable, as the valuations produced were plainly without reference to the actual vehicle involved and created unwarranted delays and significant frustration for Ms K.

However, once the engineers concerned considered the vehicle's modifications AXA decided that it was repairable. But clearly the delay in arriving at that point was unwarranted. And throughout the process Ms K constantly had to chase AXA or its agents for progress reports. However I note that AXA considered this and Ms K's loss of enjoyment of the motorhome, when awarding £750 compensation. I say more about that below.

AXA's decision to repair the motorhome

Ms K thinks that AXA should have paid her a cash settlement for her claim. However, after asking one of its engineers to consider the repair estimate AXA chose to have the vehicle repaired by one to its approved repairers. Ms K's policy says that AXA may decide how to settle a claim. And, given the estimate for repairs was less than half of the value of her motorhome, AXA decided the motorhome was not a total loss and authorised repairs. That's a decision AXA is entitled to arrive at and I think it did so fairly and reasonably.

Similarly, Ms K's policy also allows AXA to decide if it wants to repair the vehicle or pay a cash-in-lieu settlement. AXA clearly decided that it would repair the vehicle. That's a decision it's entitled to come to. And I don't think it's been unfair or unreasonable in arriving at that decision.

Compensation

In recognition that some of the service it provided to Ms K was not up to standard, including the manner in which one of its approved repairers dealt with Ms K, AXA paid her £750 compensation. I think that's a reasonable sum in the circumstances. That's because it's in line with awards we make where a business' mistakes have caused considerable distress, upset and significant inconvenience over many months. And I think it also fairly recognises that Ms K did not have the enjoyment of her motorhome during the period concerned. So, as I think AXA has already done enough to put things right, I make no further award.

My final decision

For the reasons set out above I do not require AXA to take any more action on the complaint points it addressed in its final response letter of 20 August 2025.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 29 April 2026.

Joe Scott
Ombudsman