

## **The complaint**

Mr W complains about the manner in which AXA insurance UK PLC handled a claim on his motor insurance policy. In particular he said it unfairly held him fully liable for an accident, delayed in arranging repairs and tried to contact him by phone even though he told it he was deaf and speech impaired.

Mr W's policy is branded in the name of the insurance intermediary that offers it. But AXA is the policy underwriter, as such it remains responsible for claims decisions and complaints about those, so I will only refer to it within this decision.

## **What happened**

In September 2024 Mr W was in an accident when his motorhome came together with a van. He claimed on his policy. AXA told him it would hold him 100% at fault for the claim. Mr W complained about that decision; that AXA delayed repairing his vehicle and also that it tried to contact him by telephone.

AXA replied in January 2025. It partly upheld Mr W's complaint. It believed it had come to the right conclusion regarding liability for the accident. But it noted it had tried to ring Mr W despite notes on its file saying it should not do so. It also acknowledged that it had not contacted Mr W to arrange repairs. To address the impact of those things it sent him a cheque for £250.

Mr W brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He thought that AXA's liability decision was reasonable. But he didn't think it had done enough to address the impact of its other mistakes. So he said it should increase the compensation figure to £450.

Mr W didn't agree with our Investigator's complaint assessment. So, as the matter remains unresolved, it's 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.

In bringing this complaint and responding to our Investigator's assessment of it Mr W has made a number of points. I've considered everything on file. But in this decision I don't intend to address each and every point raised. Instead I will focus on what I see as being the key issues at the heart of Mr W's complaint and the reasons for my decision.

Additionally, I'm aware that, since AXA responded to his complaint in January 2025 Mr W has raised other complaint points with it. But in line with our rules, in this decision I will only consider the complaint that AXA responded to in January 2025.

Before addressing Mr W's arguments I'll repeat, as our Investigator has previously explained, that it isn't the role of the Financial Ombudsman Service to decide liability for a claim. Ultimately that's a matter for the courts. My role here is to consider if AXA has acted in a fair and reasonable way.

The accident happened while Mr W was waiting to turn right from a single lane road. On his passenger side was a layby. He changed his mind about turning right and went to pull into

the layby. When he did so he hit a van that was already in the layby. The van driver said he was pulling up to eat his lunch. Mr W said that the van driver was using the layby to undertake him. So Mr W thinks that, at the very least, the third party driver should have been held partly liable for the accident. But AXA found Mr W to be 100% liable. I've thought carefully about whether that was fair and reasonable.

Like most motor insurers, AXA has a clause in Mr W's policy that allows it to settle a claim as it sees fit. This gives it the right to decide who it believes is liable for a claim, whether that liability should be full or shared or whether or not the matter should be decided in court. So, whilst we don't decide liability, we look to ensure that insurers act fairly in assessing the claim and in deciding whether to settle matters – based on a clear understanding of the evidence and circumstances surrounding the incident. With this in mind, I have carefully considered how AXA handled and considered Mr W's claim.

Having had the benefit of reading AXA's file I can see that it considered Mr W's completed accident report form, the third party driver's version of events, images from where the incident happened and the damage to the two vehicles. Having done so it concluded that it couldn't reasonably hold the third party liable for the accident.

AXA said that both drivers' accounts of the accident were, generally, the same. Both agreed that the third party driver was in the layby and moving forwards when Mr W tried to manoeuvre into the layby from the lane to the righthand side of it and hit the third party. So AXA said that it was Mr W's responsibility to check it was safe to move into the layby before he did so. I think AXA's conclusion here is reasonable in the circumstances. It's generally accepted that a driver changing lanes, or in this case pulling into a layby, would be expected to make sure it is safe to do so without hitting anything else. That didn't happen here.

Mr W believes that the third party was using the layby in an attempt to undertake him. He thinks that such a move would be unlawful. I'll first say that the third party said he was pulling up to eat his lunch and was not undertaking Mr W. So Mr W's account on that point is disputed. But in any event, the third party's reason for being in the layby would not affect the liability decision. Mr W would still be expected to make sure his manoeuvre was safe before doing so. But AXA doesn't think he did that.

Mr W also said that the third party was driving too fast. But there is no evidence – beyond Mr W's comments – to support that. So, he can't prove that the third party was driving too fast and the third party's account was that he was finding somewhere to eat his lunch. There are no witnesses. And in those circumstances I don't think AXA did anything wrong in deciding that Mr W's comments about the third party's speed didn't alter who it thought was responsible for the accident.

Mr W also said the third party gave him a note at the time in which he said sorry. AXA said it didn't consider this to be an admission of liability. Mr W is convinced that was the third party's intention at the time. However, as our Investigator has previously explained, even if the third party had admitted liability at the scene, such an admission would not be binding. A formal admission of liability would need to be made by the third party's insurer which was dealing with the matter. And that insurer clearly believed that Mr W was at fault for the accident. So even if the third party did say sorry at that time I don't think that meant that AXA needed to hold the third party liable.

I'm also aware that, as well as Mr W's written accident report form in which he set out his version of events, he also submitted a video using British Sign Language (BSL) to describe what happened. Mr W has explained that while he can communicate in written English it is not his principal means of doing so and it doesn't come naturally to him. So he is concerned that his written accident report may be vague. AXA told him that it hadn't been able to view his video but felt it had enough information to reasonably decide the matter. Mr W didn't think this was fair as he believes he may not have adequately articulated events in writing.

I've thought about this very carefully but in the specific circumstances of this case I don't think AXA did anything wrong.

I understand that Mr W will be more comfortable communicating in BSL and so he will be able to provide a more precise description using BSL than in writing. However, as I've said above the majority of events are not disputed. Mr W acknowledged that he was pulling into the layby when he hit the van that was already there. In those circumstances I think it's more likely than not that most insurers, and indeed the courts, would find Mr W 100% at fault for the accident, no matter how well he described it.

I'm aware Mr W thinks that, for example, his description of how the third party produced his written apology was clearer in his video than in writing. And he thinks if AXA had viewed his video it would have clearly understood that Mr W was certain the third party was admitting liability at the scene. I accept Mr W's evidence here. But I don't think that makes any difference. As I've said above it seems likely Mr W would always have been found liable for the accident. So I don't think AXA's decision would have been any different if it had viewed Mr W's video. It follows that I don't think AXA did anything wrong when it found Mr W 100% liable for the accident.

I'm aware Mr W was unhappy that the fault claim affected his premiums going forwards. However, as I've already said, I think AXA's decision to hold him at fault was reasonable. So I don't find any effect on his premiums unfair. Further I'll add that Mr W accepted he should be held at least partly responsible for the accident. But insurers treat any liability for a claim, whether shared or not, as being a 'fault' claim. So a shared liability decision would have affected Mr W's future premiums in exactly the same manner that a 100% liability decision does.

Turning to Mr W's other concerns. He told AXA at the outset that he was deaf and speech impaired and that it shouldn't call him. But it tried to do so on several occasions. AXA has accepted that this shouldn't have happened.

Similarly, AXA did not begin the repairs to Mr W's vehicle promptly. In fact it delayed this by many months and hadn't started those when it responded to his complaint. I can understand that this was a source of frustration for Mr W. To address its mistakes AXA sent Mr W a cheque for £250 compensation. But, as far as I'm aware Mr W has not cashed this.

In any event, I agree with our Investigator that £250 was not sufficient to address the considerable distress, upset and worry which was ongoing for many months. I'm satisfied an increased sum of £450 is reasonable in the circumstances.

I'm aware that Mr W doesn't think that sum goes far enough. But as I've already said I think AXA dealt with the liability decision reasonably. I'll also add that our compensation awards are not intended to punish or fine a business for what it got wrong. Instead they're intended to address the impact of a business's mistakes. And I think an award of £450 fairly does that as that sum is in line with awards we make in other cases of similar seriousness.

### **Putting things right**

Assuming Mr W accepts my final decision I require AXA to pay Mr W £450 compensation. If Mr W has previously cashed the £250 cheque or AXA has paid this by another means then it need only pay him the additional £200.

### **My final decision**

For the reasons given above I partly uphold this complaint. I require AXA Insurance UK PLC to take the actions set out under the heading putting things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 April 2026.

Joe Scott  
**Ombudsman**