Financial Ombudsman Service

complaint

Ms C has complained that AXA Insurance UK Plc didn't ensure her car was repaired properly under her motor insurance policy, after it was damaged in an accident.

background

Ms C was involved in an accident. She took her car to AXA's approved repairer but wasn't happy with its repairs or the time it took to do them. So she arranged for the manufacturer's garage to do a 'health check'. This showed some faults with Ms C's car so AXA asked an independent engineer to assess it. The engineer said there were some problems with the repairs so AXA asked the approved repairer to put them right.

Ms C was still unhappy with the repairs and complained to AXA. AXA agreed it had taken too long to repair her car. It also agreed to put right some other issues and offered her £500 to compensate for the distress and inconvenience it caused her. It also offered her £100 as a goodwill gesture to repair scratches she thought were caused by the accident.

Ms C remained unhappy and so brought her complaint to us. The adjudicator didn't think her complaint should be upheld. But Ms C didn't agree and so it's been passed to me for a decision.

my findings

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

Ms C has made a number of detailed points in her complaint and I'll focus on what I see as the central issues.

AXA agreed many aspects of its service to Ms C fell short. These included: it told her she had to use the approved repairer and not a garage of her choice; some repairs weren't carried out to a good enough standard the first time and had to be put right; it took too long for the repairs to be done properly; increased mileage showing on the 'clock'; a lack of updates while her car was in the garage and a bottle of coolant going missing.

I appreciate how frustrating all this would have been for Ms C and I understand it would have taken a lot of time and effort to resolve them. But I've thought about everything that's happened and I think £500 is a fair and reasonable amount to compensate for the trouble and upset it caused her. It's in line with similar types of awards I would make which are detailed on our website. AXA also refunded Ms C for cost of the manufacturer's garage's report. I think Advantage has been fair and reasonable by refunding the cost of the report.

AXA offered Ms C another £100 as a goodwill gesture to repair scratches, which she said were caused by the accident. But Ms C didn't think this was enough. AXA's engineer said he didn't think the scratches were related to the accident. I don't think I've seen anything that persuades me that the scratches were most likely to have been caused by the accident. Therefore I think AXA has been reasonable in agreeing to pay Ms C £100 as a gesture of goodwill.

Ms C still feels that her car hasn't been repaired to a good enough standard. She says there are faults which didn't show up on her car's 'health check' before the accident. The manufacturer's garage has also said it *"suspects"* these faults were due to the accident. But I don't think the report is specific enough to persuade me that they were. The independent engineer said these faults weren't caused by the accident. And I don't think the circumstances of the accident would lead to these types of faults. So I don't think AXA has done anything wrong by not agreeing to pay for these repairs of these faults.

I understand Ms C has concerns over AXA's engineer's assessment as it was done at the roadside and she doesn't think the engineer inspected all the damage. But given that the engineer pointed out faults he thought should be repaired, I think he would have noted any other damage he thought was caused by the accident.

Ms C didn't think her car was safe to drive. So she was unhappy that AXA wouldn't let her keep the courtesy car between repairs. She also said the courtesy car made her health problems worse as it wasn't 'like-for-like'. AXA said the initial repairs did *"conform to requirements"* and so Ms C's car was safe to drive. So I don't think it did anything wrong by only providing a courtesy car during the period Ms C's car was being repaired and not beyond that date. AXA said it gave her a car similar to her own during the initial repairs. When her car went back in for the further repairs it gave her a smaller car. But when Ms C asked AXA to upgrade it for a car similar to her own it did provide one. So I don't think AXA did anything wrong and I don't think it needs to compensate her for this.

The car hire company offered Ms C an 'excess waiver' each time she had a courtesy car. And Ms C chose to pay for this option. I don't think she would have needed to pay this if her car hadn't been repaired so many times. But it was an optional fee and Ms C didn't have to pay it. So I don't think AXA needs to refund her for it.

Ms C has unfortunately suffered from health problems since being involved in the accident. She thinks the problems she's had getting her car repaired made her health worse. So she thinks AXA should increase her compensation. Although Ms C's medical report doesn't say her health problems are caused by the ongoing repairs, I can see she's clearly been distressed by it. But as I've said above, I think AXA has already agreed to pay her a fair and reasonable amount of compensation for the trouble and upset it's caused her.

my final decision

For the reasons discussed above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 18 February 2016.

Sarann Taylor
ombudsman