

## The complaint

Miss A and Mr M complain that AXA Insurance UK Plc hasn't acted to expedite repairs to their car following a claim made on their motor insurance policy. Miss A is represented in this matter by Mr M, a named driver on her policy.

## What happened

Mr M complains that, following a previous complaint and his acceptance of a final decision issued by our service, AXA has yet to repair their car, and this has caused them further stress. He was also unhappy that AXA had caused further damage to his car, a broken bonnet support arm and an oil leak.

AXA agreed there had been service failings and it apologised for these. It paid Miss A £175 compensation for its poor communication following the ombudsman's decision. AXA paid Miss A £100 more for not completing the outstanding rectification works and a further £200 compensation for the trouble and upset caused by its poor repairs and their consequences. So AXA paid Miss A £475 in total compensation for its service failings.

But Mr M said rectifications still hadn't been completed a month later. AXA arranged for the car to be repaired and an independent assessor agreed that it should renew the front bumper and grill and the bonnet stay catch. But he said the oil leak and a vibration to the rear of the car weren't related to the original claim. Mr M was unhappy with this.

### *our investigator's view*

Our Investigator didn't recommend that the complaint should be upheld. She thought AXA had apologised for its service failings and had paid Miss A a fair and reasonable amount of compensation for this. And she thought it was now actively pursuing the repairs that were related to the claim.

Mr M replied that AXA had wrongly held him responsible for delays in making repairs. He said it had taken AXA ten months to ask for an independent assessor's report. He said he was left stranded for three days when he wasn't provided with a courtesy car.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr M and Miss A and to AXA on 1 August 2023. I summarise my findings:

I previously considered and issued a final decision on Miss A and Mr M's complaint about the delays in the repairs that AXA caused following a claim. And I required, amongst other things, that AXA should expedite the repairs. AXA didn't do this promptly, and so Mr M complained again. It is this second complaint that I can consider here.

AXA said that it had difficulties in arranging the rectification with Mr M. It said he wanted to add an oil leak to the repairs. And Mr M told us that AXA's garage had called him to book in the car for repairs, but it wouldn't complete all the repairs he considered necessary. It took some time for the parties to reach this point. And I have considered this delay further below. But Mr M was unhappy that AXA said he was being difficult, and this delayed the rectification being done.

I could understand that Mr M felt frustrated that his car hadn't been fully repaired. And I would usually say that AXA was only responsible for repairs and rectification work that were related to a claim or to poor repairs. AXA initially told Mr M that its engineers would need to approve any further rectification. But then AXA, in an effort to resolve the claim told its repairer, and Mr M, after it responded to his complaint:

*"...there is additional damage, claimed to be associated to the poor work carried out initially by the original body shop, to the vehicle which we requested be investigated.*

*This was related to the following: fumes coming from the engine, sensor issues and some buzzing noises coming from the wheel/wheel arch area*

*We have since then also confirmed what is not covered under rectification, we will be approving as supplementary repairs so we can bring this matter to settlement."*

But the repairer didn't act on AXA's instruction. It declined to make the repairs that Mr M said were needed and that AXA had authorised. It said Mr M also wanted an oil leak repaired. I hadn't seen that this was included on the list of supplementary repairs listed above. But I thought that if AXA intended to carry out these repairs to resolve matters, then it should have been included.

I could see that AXA then commissioned an independent engineer to assess the repairs required to the car. We consider this an appropriate action where there is a dispute over the extent of repairs required. But I couldn't see why AXA did this when it had already agreed to carry out all the repairs Mr M alleged were claim related.

As the Investigator had already explained that this service does not assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

The engineer's report stated the following:

*"1. Front Grille not fitting correctly - to be renewed*

*2. Front bumper not fitted correctly, the front bumper and lower grille have recent damage present - to renew*

*3. Bonnet stay catch broken - to renew*

*4. Oil leak to engine - not related to original claim - no action*

*5. Vibration to rear when driving - not related to original claim no action"*

The engineer also considered the causes of the vibration and how it could be rectified. And he advised further investigation for the oil leak. These weren't claim related, so AXA wouldn't normally be responsible for these costs.

I couldn't see that AXA had any further expert engineering evidence to consider. So I would normally say it had justified its decision not to repair the oil leak or deal with the vibration issue.

But, as I've said above, AXA had already approved supplementary repairs and raised Mr M's expectation that they would be included. It was now some six months since Mr M had accepted the previous final decision that required AXA to expedite the repairs. And so, to fairly resolve matters a further six months later, I thought all these repairs should now be carried out.

This further delay and avoidable dispute has caused Mr M much upset and frustration. I thought he had patiently restated his case for his repairs and reasonably objected to being described as difficult when he had followed AXA's instructions. I thought AXA should

reasonably compensate Miss A and Mr M for this and I thought £200 was in keeping with our published guidance for the level of upset caused.

Mr M raised a number of concerns with AXA about its level of service and the delays in the claim. And AXA accepted that its level of service had been wanting. When a business makes mistakes, as AXA accepted it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the errors had on the consumer.

As far as I could see, AXA had taken steps to progress the claim-related rectification work. The last comment that I could see stated that it was waiting for a courtesy car to be made available so that it could book the car in for these repairs. But I couldn't see why, five months later, it hadn't done this.

I thought in order to restore Miss A's position AXA also needed, as I've said above, to add the supplementary repairs. I required it to expedite this as Mr M had been waiting a year since the previous final decision's requirement for his car to be repaired. And I required it to pay Miss A £200 further compensation for this further unacceptable delay.

Mr M complained that it took AXA ten months to obtain an independent assessor's report. He said it had accepted that this was too long. And I could see from its response to his complaint, that AXA acknowledged this. It also agreed that Mr M's car had to go back to the garage for rectification work three times, that non-genuine parts were used, and he wasn't kept updated on the progress of the claim. I could understand that this caused Mr M frustration. AXA paid Miss A £200 compensation for this, and I thought that was fair and reasonable.

Mr M complained that AXA hadn't dealt with the two unrelated repairs. And I thought AXA could have resolved this dispute by finding an alternative repairer or escalating the repairer's refusal to undertake the supplementary repairs. It paid Miss A £175 compensation for the trouble and upset this caused, and I thought that was fair and reasonable.

And AXA agreed that it had asked Mr M to provide estimates from his own repairer when he had already provided them months earlier. And it agreed that it had communicated poorly with him. It paid Miss A £100 compensation for the frustration caused and I thought that was fair and reasonable.

So I was satisfied that AXA considered the impact these errors had on Miss A and Mr M, and I was satisfied that £475 compensation it had paid was fair and reasonable for the trouble and upset caused. This was because the amount paid was in keeping with our published guidance where there have been repeated errors over a period of months.

But, as I've said above, I also required AXA to pay Miss A £400 further compensation in total for the further trouble and upset caused by its level of service and further avoidable delays in repairing the car.

Our Investigator had already explained to Mr M that I couldn't consider his concern that he was left stranded for three days when his car was at the garage, but he wasn't provided with a courtesy car. This was because this happened after AXA issued its final response to his complaint. And Mr M would need to complain again to AXA about this to give it a chance to respond.

Subject to any further representations from Miss A and Mr M and AXA, my provisional decision was that I intended to uphold this complaint.

I intended to require AXA Insurance UK Plc to do the following:

1. Expedite the repairs to Mr M's car that it has authorised, including all the supplementary repairs, at a garage of Mr M's choice.
2. Pay Miss A £400 further compensation in total for the trouble and upset caused by its level of service and further avoidable delays in repairing the car.

## **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.

AXA replied querying the total amount of compensation to be paid. I think this is clearly set out above and below. As I've said above, AXA has already paid Miss A £475 for its service failings related to this complaint. But I think a further £400 compensation is warranted because of the trouble and upset caused by its further service failings and avoidable delays in the claim.

Mr M replied that he accepted the decision, but that he was satisfied that all the necessary repairs had now been made. So I can see no reason to require AXA to carry out further repairs.

But Mr M thought I should also make a finding on whether AXA had accused him of holding up the repairs. He said he was very upset by this. Mr M has explained that the reason why there was a delay was that the garage that carried out the further repairs didn't want to be held responsible for guaranteeing the work of the first garage. So it was waiting for AXA to agree this.

This isn't evident in AXA's notes, so I think there has been a genuine misunderstanding about what was holding up the repairs. As I've said above, I don't think Mr M was being obstructive. And I can understand that he feels upset that he was regarded as difficult.

But I think the mistake was due to poor communication. I've said above that I think it was reasonable for Mr M to object to being described as difficult when he was simply following AXA's instructions. And I think the £200 further compensation I've awarded is sufficient for the trouble and upset this caused.

## **Putting things right**

I require AXA Insurance UK Plc to pay Miss A £400 further compensation in total for the distress and inconvenience caused by its level of service and further avoidable delays in repairing the car.

## **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require AXA Insurance UK Plc to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr M to accept or reject my decision before 20 September 2023.

Phillip Berechree  
**Ombudsman**