

The complaint

Miss F complains about the way AXA Insurance UK Plc handled a claim she made on her car insurance policy.

Any reference to AXA in this decision also includes its agents.

What happened

Miss F's car was involved in an incident in early 2023 when a named driver on the policy was driving the vehicle. Miss F made a claim for the damage the incident had caused to her vehicle. AXA accepted the claim and carried out repairs to the car.

Miss F was unhappy about delays in the handling of the claim, and the conflicting information given to her by AXA.

In April 2023, AXA responded to a complaint from Miss F about the communication. It offered £75 compensation for the lack of communication during the claim journey.

In June 2023, Miss F raised further concerns about the quality of the repairs. She said some of the cosmetic repairs didn't match the original appearance of the car and after AXA's repair work, she'd spent around £1,000 having more work done to the car. She also said the car had a 'knocking' noise when driving that wasn't there before the accident and needed to be rectified.

In August 2023 AXA said as the repair had taken place in March 2023, it couldn't agree any knocking noise was related to the accident. It said if Miss F produced a diagnostic report from a manufacturer dealership which showed this damage was accident related, it would reimburse the cost of the report and repair the fault.

Miss F complained to AXA but didn't provide a response, so she referred her complaint to the Financial Ombudsman Service.

Our Investigator wasn't satisfied £75 fairly reflected the unnecessary distress and inconvenience AXA had caused Miss F in its poor communication. She recommended it increase the compensation to £200. But she didn't think AXA needed to carry out any further repairs to the vehicle. She said AXA had acted promptly to address concerns raised about the aesthetic repairs to the car and had rectified these issues. And it hadn't been shown that other repairs weren't done properly. And she didn't think AXA had caused unnecessary delays in the claim. She explained Miss F's excess hadn't been refunded as liability for the accident was still in dispute.

AXA accepted our Investigator's outcome, but Miss F didn't. She still thought the repair hadn't been done properly, which had resulted in the knocking noise in 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.

As this is an informal service, I'm not going to respond to every point or piece of evidence Miss F and AXA have provided. Instead, I've focused on those I consider to be key to

determining the complaint. But I would like to assure them I have considered everything provided.

Central to this complaint is whether AXA carried out a reasonable repair to the accident-related damage as part of the claim. Miss F says it didn't as she had to pay for further repairs to her car, and now the vehicle is making a 'knocking noise' when driving. AXA says this isn't related to the claim and so, isn't its responsibility to repair.

Miss F's car was involved in a collision on the left-hand side. AXA carried out various repairs including to the left-hand doors and bumper. At the end of March 2023, AXA returned the car to Miss F. It said it had checked the steering and wheel alignment and they'd been signed off as satisfactory.

When the car was returned, Miss F raised issues with the cosmetic repairs to the car and a loss of match on those. From everything I've seen AXA acted promptly to correct those, which I'd expect it to do.

In April 2023, Miss F paid for repairs to her tyres, starter motor, brake pads and a crankshaft sensor. She said AXA should reimburse this cost. Having considered the reports, I'm satisfied AXA has acted reasonably in saying there is no evidence these repairs were needed as a result of the accident. AXA said there were issues noted with the car's starter motor and crankshaft sensor when the car was initially repaired, but its view is that damage to these hadn't been caused by the accident.

Miss F's invoice shows the costs for the repaired parts. But there is no report from the garage where the repair took place which supports that these items were *only* in need of repair due to the car being involved in a collision. So, the repair invoice doesn't persuade me that AXA should have included these items in its repair. I also consider that it's common for tyres and brake pads to need replacing due to wear and tear from using the car, rather than being needed due to an accident. So, I'm not persuaded, on balance, that AXA should reimburse Miss F these costs.

Miss F has also said at least one of the alloy wheels was damaged as a result of the accident, but AXA didn't repair this damage. I can see that is the case. AXA has said this is because the alloys were non-standard and hadn't been declared when the insurance was taken out. This Service would generally say it's fair for AXA to exclude damage if it can show that not declaring the modification has made a material difference to it. AXA says it has, because if the wheel modifications had been declared, cover would have been declined. Ultimately AXA hasn't sought to decline cover for Miss F in this case but given its comments I'm satisfied AXA's decision not to repair any damage to the alloys is reasonable.

I've next considered Miss F's claim about the 'knocking' noise she says is now present in the car. She also felt the car was pulling left when driving.

AXA said in August 2023 that it would consider any report Miss F provides as to the cause of the issue, and if it could be shown that this was accident related it would repair it. I can't see that Miss F provided any such report. However, in November 2023 AXA did reinspect the vehicle. The vehicle was driven by an engineer, who didn't agree the car was pulling whilst driving, but did note a noise. On inspection of the vehicle the engineer said the rear heat shield was moving and broken, and the unit's mounting points were corroded. It thought this could be the cause of the noise.

It was AXA's view that this wasn't linked to the accident in January 2023. AXA said the car had driven many miles since being returned to Miss F in March 2023, and in August 2023 it had also passed an MOT without any advisories. Its view was that the issues now reported were caused by wear and tear.

Having reviewed all of the evidence, on balance I'm more persuaded by AXA's arguments. I accept it is possible this 'knocking' noise might be linked to the claim, but I don't think it's most likely. The engineer notes the heat plate was corroded; this is supported by the

photographs its provided. I'm not persuaded that would have happened due to an impact on the vehicle, it's more likely this is something that has happened over time. I think AXA has acted fairly by agreeing to reinspect the vehicle. Miss F has said there could be another reason for the noise. But given AXA's findings - that it couldn't find any accident-related reason for the knocking – and without any evidence from Miss F that shows otherwise, AXA has acted reasonably in declining to carry out further repairs.

Having reviewed the claim, I'm not satisfied Miss F was kept up to date as she should have been. Whilst AXA made a reasonable decision not to repair the alloy, it didn't clearly communicate to her why this was declined, and I think this led to unnecessary frustration for Miss F, so AXA needs to pay £200 compensation to recognise this.

When the complaint was referred to this Service, Miss F complained her excess hadn't been refunded, this was because liability for the accident hadn't been decided. It's not clear whether this has now been resolved. If liability is still in dispute or Miss F is unhappy with how it's been decided, she'll need to raise that separately with AXA before this Service can investigate it. But until June 2023, when the complaint was referred to this Service, AXA seemed to be making reasonable progress on liability, so any complaint brought to this Service could only review any issues with how AXA has handled deciding liability from June 2023.

My final decision

My final decision is that AXA Insurance UK Plc needs to pay £200 compensation to resolve this complaint, less any amount its already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 19 June 2024.

Michelle Henderson
Ombudsman