

The complaint

Ms A has complained that Automobile Association Insurance Services Limited (AA) unreasonably refused to pay her partner's claim under this breakdown repair policy.

Ms A is represented by her partner Mr A so I shall just refer to him throughout.

What happened

Mr A said he bought a new car on 7 March 2020 and informed AA of this on 9 March 2020. But when he made a claim in August 2020, AA said his car wasn't nominated on this policy and therefore it couldn't consider his claim.

AA said there was no record of Mr A contacting it in March 2020. It also said if he could provide proof that he sold his old car it would consider his claim on a goodwill basis. AA said Mr A never provided this proof. So, it then wouldn't consider his claim.

Mr A felt aggrieved and brought his complaint to us. The investigator didn't think AA had done anything wrong. Mr A disagreed so Ms A's complaint has 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.

Having done so, I'm not upholding this complaint. I'll now explain why.

As the investigator detailed, the policy clearly explains that only cars it knows about are capable of being insured for the breakdown repair benefit, as it says the following in the definitions section:

'Nominated Vehicle: A car, van, motorhome or motorcycle, whose vehicle registration number is detailed on the letter accompanying Your policy booklet that is also eligible for breakdown assistance under Your AA membership but excluding caravans and other trailers, kit cars and any vehicles used to carry goods for reward including taxis and vehicles used for driving instruction and those used to carry goods for reward including haulage, the provision of courier services, or parcel delivery.'

Further under the general exclusions the policy it says the following:

'2. Repairs to vehicles that are not nominated for cover under this policy.'

So, I'm satisfied AA made it clear that only cars which are nominated are capable of being covered under this policy.

Whilst Mr A said he contacted AA to inform him of his new car on 9 March 2020 to inform it of his new car, AA can't find any evidence of that call. It also said when someone such as Mr A phoned in about

a change of car, its system shows a 'footprint' against the relevant policy number and there was nothing showing on Ms A's policy number for that date or indeed for the whole of March 2020. The investigator asked Mr A if he could forward his phone bill for March 2020 which would have shown he called the AA, but Mr A declined to do this. Without Mr A showing that he made such a call that means given AA's system, that there is no evidence that he called him as he said he did.

Further Ms A's policy was due for renewal, so on 8 July 2020 AA sent out the documents inviting the renewal. Those documents show Mr A's old car registration not his new one. Ms A or indeed Mr A had the opportunity then to correct this and put on the new car. Had they done so at this stage, then AA would have had the relevant details to consider his claim when he made it in August 2020. However, Mr A advised that Ms A didn't receive this. Since AA showed it sent this to Ms A, again there's nothing to show me that AA didn't post it, as it said.

AA, as gesture of goodwill said if Mr A showed that the ownership of his old car had been transferred to a new owner via the DVLA, it would then consider his claim. I consider this is reasonable. However, Mr A didn't want to provide this.

Mr A then wanted the investigator to listen to all his calls with AA over the years as a means of seeing how bad its service to him was. However, given this complaint merely concerns his complaint that AA can't consider his claim of August 2020, listening to these calls doesn't take this matter forward. So, in conclusion, there's no evidence here to show that Mr A's car was an appropriately nominated car under this policy. Therefore because of this I consider that AA did nothing wrong in refusing to consider Mr A's claim.

My final decision

For these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 6 August 2021.

Rona Doyle
Ombudsman