

The complaint

Mr D has complained that AA Underwriting Insurance Company Limited's (AA UW) approved repairer caused damage to the rear windscreen and rear parking camera on his car when they repaired it following a claim under his after the event insurance policy.

What happened

Mr D's car was damaged in an accident. It's not clear who he contacted to make a claim, but it is clear he was sold an after the event insurance policy underwritten by AA UW and claimed under this for the repairs to his car.

When Mr D got his car back after the repairs he found that the heated rear windscreen wasn't working properly, as only the bottom few bars came on. And the rear parking camera wasn't working at all. He contacted the repairer straight away and took the car back in the next day. The repairer was busy and Mr D had to go back a couple more times. But, eventually, the manager at the repairer said these problems were nothing to do with the repairs and were probably down to wear and tear.

Mr D complained to AA UW. They checked with their repairer and told Mr D they agreed with them that the problems were nothing to do with the repairs. They told him he could provide them with evidence that their repairer caused the problems, which they would then consider.

Mr D asked us to consider his complaint about AA UW. One of our investigators did this. Initially, she didn't think it should be upheld, as she didn't feel there was sufficient evidence to show that AA UW's repairer had done something wrong. But, when Mr D provided a photograph of a damaged wire running from the dashboard to the rear parking camera, which he felt was damaged by the repairer, she changed her mind and said his complaint should be upheld. She said AA UW should pay for the heated rear windscreen and rear parking camera to be repaired and pay Mr D £100 in compensation for distress and inconvenience.

AA UW doesn't agree with the investigator and have asked for an ombudsman's decision. They've suggested the problems with the rear windscreen and the parking camera could be down to a previous repair following a claim under Mr D's car insurance policy or due to wear and tear.

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've decided to uphold it. AA UW are responsible for the actions of their approved repairer. And, I'm quite surprised AA UW haven't at least accepted it is most likely the repairer caused the problems with the parking camera on Mr D's car. I say this because the repairs their repairer carried out involved work around the area where the wiring for both the heated rear windscreen and rear parking camera is located. And Mr D has provided a photograph showing a damaged wire to the parking camera. AA UW have also suggested it

was nearly two months between the repairs to Mr D's car and him raising the issues with the rear windscreen and parking camera. But, whilst it may have been nearly two months before he raised the issues with AA UW, it is clear from what Mr D has said that he raised them with the repairer more or less straight away.

I'm persuaded by Mr D's testimony that the heated rear windscreen and the rear parking camera were working fine following previous repairs and in the run up to the accident, which led to the repairs to his car by AA UW's approved repairer. I say this because I don't think it is at all likely that neither were working and Mr D had just left them and then happened to have an accident and saw the opportunity to get them fixed without it costing him anything. It is much more likely that in carrying out fairly extensive repairs to Mr D's car, AA UW's repairer damaged or disturbed wires to both the rear windscreen and rear parking camera and that this led to them not working. I think the photograph Mr D has provided of the damaged wire to the parking camera supports this view.

And I agree with our investigator that the problems caused by AA's repairer caused Mr D distress and inconvenience and that he should receive compensation to reflect this. And I think the £100 she suggested for this is fair and reasonable.

Putting things right

It therefore follows that because I think AA UW's approved repairer was responsible for the fact the heated rear windscreen and rear parking camera on Mr D's car stopped working properly, I consider, as part of the fair and reasonable outcome to Mr D's complaint, AA UW should pay for them to be fixed.

Mr D has told me he fixed the camera by buying a new one and using the wire with it to replace the damaged wire. He's said this cost £30 and he bought a new camera as he wasn't sure whether the existing camera would work after he'd replaced the wire. He's explained he could have bought just the wire for £15. Mr D has said he'll provide the invoice for the camera. But, as the amount is small and I accept his testimony on this point, I think AA UW should pay him £15 to cover the cost of the new wire.

Mr D has told me he hasn't had the heated rear window fixed, as he isn't able to do this himself. So, AA UW can either arrange for this to be done for Mr D and pay for it or they can get Mr D to provide an estimate for the work and then approve this and reimburse Mr D when he's paid for it and sent them a copy of the invoice.

AA UW must also pay Mr D £100 in compensation for the distress and inconvenience he has experienced as a result of the problems with the heated rear window and parking camera.

My final decision

For the reasons set out above, I uphold Mr D's complaint about AA Underwriting Insurance Company Limited and require them to do what I've set out above to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 14 December 2022.

Robert Short
Ombudsman