

## **The complaint**

Mr N complains about how AA Underwriting Insurance Company Limited dealt with a claim on his after the event (ATE) insurance policy.

## **What happened**

Mr N was involved in a non-fault car accident in July 2021 and so called his broker to claim on his car insurance policy. Rather than claiming on his car insurance policy, Mr N was provided with an after the event insurance policy with AAUICL. The policy covers the repairs to Mr N's car and provides a hire car while his car is repaired. The costs are then claimed back from the at-fault drivers car insurance policy.

When Mr N received his car following the repair, he wasn't happy with the quality of repairs completed. AAUICL looked into Mr N's concerns and agreed Mr N's car hadn't been repaired satisfactorily and so arranged for the issues with the repairs to be rectified. Mr N's car went in for rectification work in November 2021.

In April 2023, Mr N complained to AAUICL. He said he wasn't happy with the quality of repairs, there was water getting into the boot of the car and there was mould on the seats. Mr N also complained about the courtesy car provided by the garage when his car went in for rectification work and about the amount of fuel his car had been returned with.

AAUICL issued two final responses, as it said it missed some points in the first final response. Ultimately AAUICL didn't uphold most of Mr N's complaint. It said Mr N had used an ATE policy which didn't provide a like for like courtesy car while the rectification work was completed. It thought that by the repairing garage providing a courtesy car it had ensured Mr N was still mobile. AAUICL didn't agree that there was missing fuel or that water getting into the boot was incident related. However, AAUICL agreed there had been issues with the repair which had been rectified and acknowledged this had taken longer than expected. It also said a piece of trim was a different colour to the original trim due to the part being discontinued. AAUICL offered £200 compensation for the issues with the repair.

Mr N didn't think this was enough and brought the complaint here. He listed several issues with the claim. Some of the points raised included water getting into the boot of his car, a piece of trim no longer matched and that his seats were covered in mould.

Our Investigator looked into the complaint and recommended it be upheld. He agreed there had been issues with the repairs completed and recommended AAUICL replace the incorrectly coloured trim. He also thought AAUICL should increase its compensation to £400 for the poor claim handling. However, due to the length of time that had passed, our investigator wasn't satisfied the issues with water getting into the boot or the mould on the seats were accident related.

AAUICL accepted our Investigator's outcome but said it couldn't replace the trim as it was discontinued. Instead, it offered to pay Mr N for a replacement trim if he provided an invoice for it. Mr N also accepted our Investigator's outcome.

Mr N contacted our Investigator to say AAUICL hadn't paid the additional compensation or rectified the issue with the trim. Our investigator checked with AAUICL who said it was waiting for an invoice from Mr N for the trim but said it had paid the compensation and provided internal records to support this.

Mr N didn't agree and asked for his complaint to be considered by an ombudsman, he reiterated the points of complaint our Investigator had considered. He said our Investigator had been too lenient and AAUICL had abused his trust. So, Mr N's complaint has come 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.

The terms of Mr N's ATE policy say:

"Where your vehicle requires repairs and you have asked us to arrange this we will identify an AA Approved Repairer to carry out the necessary repairs on your behalf."

I've therefore looked at whether AAUICL have done this in a fair and reasonable way. Having done so it's agreed by Mr N and AAUICL that the repairs weren't completed to a satisfactory standard. AAUICL has agreed to pay Mr N the cost of replacing the incorrect coloured trim it fitted and to also pay him £400 compensation.

AAUICL doesn't think the other issues Mr N still has with his car are accident or repair related, and our investigator was also of the same opinion. I can also see Mr N accepted the outcome recommended by our Investigator but then due to an issue with the redress being paid then said the outcome wasn't acceptable. I understand Mr N's frustration, however I've reviewed the issues raised about his car and I agree with our Investigators findings. I say this as the issue of water getting into the boot and mould wasn't reported until January 2023. Mr N's car had the rectification work completed in December 2021, and so due to the time that passed between the rectification work and Mr N raising these issues, I'm not persuaded they are accident or repair related.

I understand Mr N isn't happy as he says AAUICL hasn't paid him the £400 compensation agreed too. I can also see our Investigator queried this with AAUICL for Mr N and AAUICL has provided copies of its internal records to show that it's made the payment. I understand Mr N's frustration, however I'm not able to make a finding on whether AAUICL has done what it agreed to as it relates to complaint handling, which isn't regulated. If Mr N doesn't think AAUICL has paid him the compensation recommended by this service, then he would need to raise that separately.

### **My final decision**

For the reasons explained above, I uphold this complaint. I require AA Underwriting Insurance Company Limited to pay Mr N:

1. £400 for distress and inconvenience, if not already done so
2. The cost to replace the mismatched trim on his car, subject to Mr N providing an invoice for the cost to replace it

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 22 March 2024.

Alex Newman  
**Ombudsman**