

The complaint

Mr S says AA Underwriting Insurance Company Limited (AA) provided poor service when he claimed on his motor insurance policy and that it failed to ensure his car was fully repaired.

What happened

Mr S's car slid in some snow and collided with a gate in March 2023. He told AA there was damage to the driver's side wing, to the bumper, and to a headlight. The car went to one of AA's approved garages for repair. Following that, Mr S said warning lights appeared on the car's dashboard and that there was a problem with its braking system. He thought AA's garage should deal with the issue, as in his view it was accident related. But AA had the car assessed independently by 'firm T', and it didn't agree with that.

Mr S said the dealership garage he'd bought the car from told him verbally it thought the fault was accident related. AA said if Mr S provided written evidence to that effect, it would consider it. The dealership garage didn't provide the required evidence, but later on it agreed to repair the fault under warranty. Meanwhile, Mr S had also complained to AA about its poor service and poor communication. He said it didn't reply to his emails and that the advisor he spoke to initially was rude and had asked him several times about alcohol.

One of our investigators reviewed Mr S's complaint. He noted that AA had issued its final response letter in August 2023, not upholding Mr S's complaint. But AA then told us in September 2023 that it had reviewed that outcome. It said it now accepted there had been poor communication on its part - and it offered to pay Mr S £200 compensation. The investigator thought the offer was reasonable. Having listened to the call recording Mr S had mentioned, he didn't think AA's advisor had acted inappropriately. And he didn't think Mr S had shown the issue with the braking system was accident related.

In reply, Mr S said that but for his premium service package / warranty with the dealership garage, he'd have had to pay for a part costing over £3,000 to be replaced. He said AA's garage should have checked the car's mechanics before repairing the bodywork. Mr S also said the car's service history records showed there was no problem with the braking system only a month before the accident. And he provided email trails that he thought showed how poor AA was at responding to him.

The investigator issued a second view, but his conclusions remained the same. He said he thought the emails Mr S had provided showed that AA *had* responded to his concerns and queries. He still thought the £200 compensation it had offered was fair. As there was no agreement, the complaint was passed to me for review.

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 recording of the call Mr S found objectionable shows that AA's advisor only asked once about whether alcohol was a factor in the accident. I don't think that question was

unreasonable, and it was asked as part of a set of general questions. Mr S may have found it odd, given that the accident happened early in the morning, when he was driving to work. But the advisor would have had to ask it if it was in his script. He was persistent in querying the *exact* appearance of the damage, and I can see why Mr S may have felt that he was being cross-examined at times during the call. But I don't think the advisor was rude to him.

AA has accepted that its general communication with Mr S could have been better. I think that's the case, and it must have been frustrating for him not to have received a better standard of service after he made his claim. But I think AA eventually tried to make up for it by offering him £200 compensation. In my opinion, the email trails Mr S has provided show that AA didn't always respond to his emails. But I don't think it's enough to merit a rise in the sum proposed for the overall distress and inconvenience caused to Mr S by AA.

Mr S told us his main concern was that the issue with the brakes wasn't noted by AA's garage before it carried out the repairs to the car's bodywork. But the garage didn't think it was accident related anyway. I think AA acted reasonably in instructing firm T to assess the issue, but it didn't think it was accident related either. And AA was still prepared to consider dealing with the problem, subject to technical evidence from Mr S that it was accident related. I think that was also reasonable - but the necessary evidence wasn't provided.

Mr S has pointed out that the car's service records show that a braking system fault wasn't apparent a month before the accident, and I can see why he thinks the collision may have triggered it. But I can also see why AA didn't think the service records were sufficient evidence of that. A mechanical issue can develop at any time, so the dealership garage looked for proof of when the fault first appeared. Had it been found, AA would have reviewed its stance. But it couldn't be found, so the dealership garage wasn't able to state that the fault was accident related and demonstrate that to AA. But it dealt with the fault anyway, so the car was fully repaired. When Mr S first contacted us, he said that was his priority.

Mr S says he was anxious throughout the claim because the braking system wasn't right – and had the warranty / service package not been in place, he would have had to pay the high cost of replacing the necessary parts. I understand why he would have been worried on both counts, but we can't address situations that *might* have arisen. We can look at the stress generated as a result of a potential outcome, but in my opinion, Mr S hasn't been able to show that his anxiety about what might have happened was due to unfair or unreasonable behaviour on AA's part. There's nothing to show that it should have repaired the braking system, as there's no evidence that the issue was accident related.

I appreciate that Mr S believes strongly that AA acted unreasonably, and that he will be disappointed with my decision. But I can only base my opinion on the available evidence. I think AA acted reasonably in terms of the repairs. I agree there was some poor service, but when AA noted that later on, it tried to make up for it by offering Mr S £200 compensation. I don't think it would be fair and reasonable for me to increase the level of compensation. And it's around the sum I would have required AA to pay Mr S had the offer not been made.

My final decision

My final decision is that I uphold this complaint. I require AA Underwriting Insurance Company Limited to pay Mr S £200 compensation for distress and inconvenience (as it has already offered to do). Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 March 2024.

Susan Ewins
Ombudsman