

The complaint

Mrs B complained that AA underwriting Insurance Company Limited didn't repair all of the damage to her car following an accident and delayed in doing so when she made a claim under her motor policy.

What happened

Mrs B was involved in an accident in May 2023 and made a claim to AA. Given the circumstances of the accident it offered Mrs B an 'after the event' insurance policy. It asked its approved repairer to provide an estimate for the repair of the damage caused in the accident.

Following the repair of her car, Mrs B said the damage to the back of it hadn't been repaired. However, AA said in the original call recording Mrs B had only mentioned damage to the front of her car. AA then authorised the repairs to the back of Mrs B's car.

Mrs B then complained that the hire car was taken back after only the front-end damage had been repaired. AA said that as her car was then drivable, it wasn't necessary for her to remain in car hire. And she also complained the hire company didn't collect the hire car as arranged. AA said as that was arranged by Mrs B with the hire company direct, it has asked the hire company to sort that out. However, it acknowledged there were some delays in repairing her car, so it paid her £100 compensation.

Mrs B then complained her car had developed a rattle which she thought was either from the accident or from a faulty repair along with some issues to a tyre. AA's engineer said this wasn't accident related so no further repairs were required.

Mrs B remained dissatisfied and so she brought her complaint to us. The investigator ultimately said there was no evidence that these further issues were caused in the accident or by a faulty repair so she didn't think Mrs B's complaint should be upheld. Mrs B disagreed so her 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.

I do understand and appreciate that Mrs B will be disappointed with my decision. However, under her policy, AA are only obliged to repair damage caused in the accident. So, these further issues either have to be caused by the accident or caused by AA's approved repairers. It's not enough just to show they developed after her car was repaired.

I consider AA acted reasonably in appointing an engineer to look at Mrs B's car following her complaint about the rattle and the tyre. This report is dated 14 August 2023. It confirmed the

repairs were carried out in accordance with the estimate, the repairs being minor body work repairs from the damage caused in the accident. He said the rattle was coming from the front brakes where the anti-rattle clips weren't fitted. He explained this would be pre-existing and unrelated to the accident. He looked at the tyre and he said Mrs B confirmed the accident didn't damage the tyre or wheel. He said he hoped the repairer had kept photographs too. Mrs B also said she couldn't pair her mobile phone to the car anymore and he advised this wasn't accident related. He advised her to delete the existing pairing and then set it up again. Following this report AA obtained the photos from the repairer dated in June 2023 which don't show any issues with the tyres post repair. Plus, the final invoice for the repairs also notes the depth of the tyre threads too so would have noticed the tyre damage Mrs B referred to. That's not mentioned. Mrs B's MOT inspector simply details these issues were evident at the time he did the MOT and needed repair at that time. That doesn't show me when the issues became apparent, however.

Like the investigator there isn't any evidence to show me these issues were caused in the accident or indeed by the repairer. Given the damage from the accident was bodywork repair only, there was no reason for the repairer to deal with the brakes or indeed the tyres. The rattle simply needed an anti-rattle kit fitted to the brakes as it was missing. And the tyre damage simply isn't showing as being there at the time this car was repaired. Lastly Mrs B didn't report these issues until a couple of weeks after she had the car back following the repair.

Therefore, on balance I don't consider these issues were caused by the accident or the repairers. Consequently, I don't consider AA has done anything wrong.

I'm glad AA acknowledged there was delay in dealing with these repairs and that would have caused Mrs B some unnecessary inconvenience. It has paid Mrs B £100 compensation for this which I consider is reasonable and in line with our approach as regards compensation for issues like this. Therefore, I also consider AA doesn't need to do anything more for these delay issues.

My final decision

So, 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 Mrs B to accept or reject my decision before 28 March 2024.

Rona Doyle
Ombudsman