

## **The complaint**

Mr S is unhappy that Automobile Association Insurance Services Limited (“AA”) renewed his roadside assistance policy without his knowledge.

## **What happened**

Mr S took out roadside assistance with AA in 2019, via his motor insurer. His roadside assistance policy continued to renew each year.

In 2023, Mr S says he realised AA had been renewing his policy each year. He complained to AA as he didn’t think it had sent him any renewal notifications. He didn’t think this was fair, so he cancelled his policy. He feels AA has been charging him without telling him.

AA said it checked its internal system and it believed it did send renewal documents to Mr S. So, AA didn’t uphold the complaint.

Mr S referred his complaint to the Financial Ombudsman. Our investigator looked into what happened and didn’t think the complaint should be upheld. She thought AA had acted reasonably by sending renewal notifications each year. And she thought it was clear that the policy would automatically renew.

Mr S didn’t agree. So, the matter has been passed to me to make a final decision.

## **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 the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Mr S and I’m sorry about that. I’ve focused my comments on what I think is relevant. If I haven’t commented on a specific point, it’s because I don’t believe it affects what I consider to be the right outcome.

AA was under a duty to provide clear, fair, and not misleading information to Mr S. It had to do so in good time before each renewal, to enable Mr S to make an informed decision. AA had to provide this information in writing or in another ‘durable medium’ like email. Mr S believes that AA didn’t do this. On the other hand, AA says it sent the documents each year.

Where there’s a dispute about the facts of a complaint, as there is here, I have to base my decision on the balance of probabilities – in other words, on what I think is most likely to have happened in light of the evidence.

AA has provided copies of each year’s renewal invitations from 2020 to 2023. I’ve read these carefully. Each one sets out the price, when the renewal will take place, and the cover that will be provided. Each one also states that the policy will automatically renew. I’m satisfied with the information provided within these documents.

However, I understand Mr S doesn't believe they were sent. He says AA should be able to see when a customer opens an email, so it should be able to prove that it sent these documents, but it hasn't. Our investigator asked AA about this. AA confirmed that it does not have this function. But it provided a screenshot of its document system to show the correspondence sent to Mr S.

I can see from this that the renewal invites over the years have been a mixture of letters and emails. The records also match the copies that AA has provided. For example, those marked as letters are all correctly formatted and addressed. And those marked as emails are all formatted as I would expect for an email. So, I think the system screenshot is accurate.

I appreciate Mr S would like AA to prove that it sent these documents. But I have to consider all the evidence in the round. AA has provided copies of each document that its system says have been sent. The letters are all correctly addressed. AA has Mr S's correct email address on file. Mr S received at least some correspondence recently. And I think it's fair for me to assume that he received correspondence when he first joined, or at least I can't see anything to suggest that he got in touch with AA to say he didn't receive anything. I don't think it's likely that only some of this correspondence would have been sent. Further, the renewal payments would have been visible on Mr S's bank statements each year.

I know Mr S feels strongly that AA has taken his money without telling him. I accept that I can't say for certain that these documents were sent. But, on balance, I think it's more likely that they were, because AA has been able to provide copies and matching system records, and Mr S has received other correspondence about his policy and his complaint. So, I don't think I can say that AA has acted unreasonably. I'm persuaded that it has dealt with the renewals fairly, so I won't be ordering it to do anything further.

### **My final decision**

For the reasons I have given, I don't uphold Mr S's complaint about Automobile Association Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 September 2024.

Chris Woolaway  
**Ombudsman**