

The complaint

Miss P complains that Automobile Association Insurance Services Limited (“AAIS”) declined her claim on her roadside assistance – parts and garages policy.

What happened

Miss P had a roadside assistance policy, that included a parts and garages extension. This was underwritten by AAIS. The extension covered only vehicles specified by Miss P and detailed on her policy schedule.

In March 2021 Miss P wanted to remove one of the vehicles on the policy and replace it with another. She tried to do this through the website. Shortly after this she called AAIS to confirm when the parts and garage cover would start for the new vehicle. The staff member told her that the cover doesn’t apply until 14 days after the change is made, however breakdown cover applies straight away.

In April 2021 Miss P needed to make a claim on her parts and garages cover. She called AAIS and was told the vehicle she was claiming for wasn’t on the policy. They said the previous vehicles were the only on cover. This meant she wasn’t able to make a claim for the new vehicle.

Miss P wasn’t happy with this as she said she had changed the policy over to the new vehicle. She made a complaint as she thought the claim should be covered.

AAIS didn’t uphold her complaint. It said when making a change to the parts and garages extension, the website states the policyholder needs to call and speak to an advisor. And as Miss P didn’t do this, the vehicle wasn’t updated on her policy. It said as she hadn’t been able to provide proof that the other vehicle had been sold or written off, then it wouldn’t be able to cover her claim.

Miss P didn’t think this was fair and brought her complaint to this service.

Our investigator considered the issues and agreed that AAIS were fair to decline Miss P’s claim. However she felt it hadn’t been clear with Miss P on the phone that the vehicle hadn’t been changed over on the policy, which was misleading. So she thought it should pay £100 compensation to make up for the distress and inconvenience this mistake had caused.

AAIS agreed with our investigator’s recommendation. However Miss P didn’t. She thought AAIS should cover her claim or pay additional compensation. She asked for her complaint to be reviewed by an ombudsman.

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.

When considering a complaint I need to decide if the business got something wrong, and where it did what it should do to put things right.

In this case Miss P thinks AAIS should have changed the vehicle on her parts and garages policy, when she had intended to do so. She says if it had, the claim she made the following month would have been covered.

Miss P tried to change the vehicle online in March 2021. AAIS has provided evidence that when this is attempted a message is displayed that states as follows:

'If you have Parts and Garage Cover (formerly Breakdown Repair), you'll need to update your details by calling us.'

So I think it would have been clear to Miss P that changing the vehicle online wouldn't be successful for her parts and garages cover. As Miss P didn't call AAIS to make the change, this meant the vehicles on the cover extension remained the same and the change wasn't made.

For this reason I don't agree that AAIS got something wrong here. The process for changing the vehicle was clear. And when making a change to a policy, the onus is on the consumer to ensure the correct steps are taken to do so. For this reason the vehicle Miss P wanted to claim for wasn't on the policy when she made the claim. And as I don't think AAIS got anything wrong, I don't think it has acted unfairly by not covering the claim.

While Miss P didn't call AAIS to change the vehicle on her policy, she did call to enquire about making a claim shortly after she thought she had changed the vehicle on her policy online. I've listened to this call and I agree with our investigator that AAIS provided misleading information.

Miss P told the advisor that she had made a change to the vehicles on the policy. She then went on to say she may have a claim on the breakdown part of the policy for the vehicle. The advisor said that she would need to speak to a different department and transferred her. But before doing so they confirmed the registration number of the new vehicle on the policy. And repeated this back to Miss P. As the advisor had confirmed a number of Miss P's details on the call, they would have likely been able to see that the vehicle Miss P was trying to claim for wasn't on the policy. And I think they should have informed her of that at this point that the vehicle wasn't covered.

But, as the registration number was confirmed to Miss P, I think she would have reasonably thought this was confirmation that the vehicle had been changed successfully when she attempted to do so online. So I agree this was misleading and AAIS could have done more to flag this to Miss P at this point. If it had done, it would have saved Miss P the distress and inconvenience of finding out when she later made a claim on the parts and garages part of her policy.

Due to this, I agree with our investigator's recommendation that AAIS should pay Miss P £100 compensation to make up for the distress and inconvenience it has caused her.

My final decision

I require Automobile Association Insurance Services Limited to pay Miss P £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 15 July 2021.

Sophie Goodyear

Ombudsman