

## **The complaint**

Mrs B complains about the way AA Underwriting Insurance Company Limited handled her claim following an accident.

Where I refer to AA, this includes its agents and claims handlers.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on the reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- On 2 June 2021 Mrs B was involved in a road traffic accident where her car was hit from the rear by a lorry which failed to stop. She called AA, the same day to report the incident and her vehicle was recovered by AA. However, it wasn't until almost three weeks later that AA considered the report provided by its agents. Mrs B had to chase to get the matter progressed.
- A number of weeks past and Mrs B continued to chase the lack of progress on various occasions without being provided meaningful updated information on the repairs. She was promised call backs which didn't materialise.
- Mrs B then encountered a number of issues with the repairs to her vehicle, including the loss of fuel whilst the vehicle was with the repairers and being asked to pay for a replacement battery despite no previous issues with it, and additionally the vehicle being with AA's and its repairers for almost three months.
- Mrs B had to make a number of visits to collect her vehicle but for various reasons she was unable to take the vehicle home, such as poor initial repairs to the vehicle and then subsequent damage to the front of it which hadn't been there prior to the vehicle being passed to AA's repairers.
- When the repair was eventually completed the vehicle was returned to Mrs B on 15 September 2021 but had to be taken back for a further issue with the rear wiper. The total time taken for Mrs B to have her fully repaired vehicle was almost four months from the incident.
- Also during this period there were a number of occasions when Mrs B was asked to return her hire vehicle despite her vehicle not being ready to collect. Agents turned up at her property to collect the vehicle without her knowledge. She needed to repeatedly contact AA to clarify the issue. Mrs B told us she was extremely upset as

she would have been left without a vehicle and this caused her further unnecessary distress.

So, from the information provided, I'm not persuaded that AA handled Mrs B's claim promptly. I say this because almost four months is an excessive amount of time to have the repairs completed especially when the repairers are ones selected and approved by the insurer itself. In addition, there was a clear lack of communication during this time and it seems the claim was only progressed, and an update provided when Mrs B initiated contact.

Looking at everything, I agree with our investigator that AA's poor service caused Mrs B prolonged and significant upset in what was already a traumatic experience for her. While I appreciate that Mrs B would have suffered some inconvenience in the process of dealing with a claim of this nature this was only exacerbated by the actions of AA.

AA offered £200 in respect of some of the delays and poor service. But I don't think that is sufficient recognition for the impact of its poor service and delays in these circumstances. Taking all this into account I'm satisfied that £500 is a fair and reasonable amount to compensate Mrs B for this unnecessary distress and inconvenience.

### **My final decision**

For the reasons explained above I uphold this complaint and require AA Underwriting Insurance Company Limited to pay Mrs B a total of £500 compensation for distress and inconvenience. If AA Underwriting Insurance Company Limited has already paid some compensation to Mrs B for this, it's allowed to deduct what it's already paid from the total amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 June 2022.

Jag Dhuphar  
**Ombudsman**