

The complaint

Mr A complains about AA Underwriting Insurance Company Limited's handling of his claim and failure to carry out repairs to all the damage caused to his car, under his motor insurance policy.

What happened

In August 2021 Mr A was involved in a car accident. He claimed to AA and it arranged for his car to be repaired at an approved garage. When Mr A collected his car, he says the central locking was making a strange noise and wasn't working correctly, there were scratches on the tinted glass film on driver's side window and wind noise from the passenger side door.

Mr A wasn't satisfied with the quality of the repairs and made a complaint. AA responded in November 2021. It says its engineers didn't think the issues highlighted were related to damage caused by the accident. But it agreed to appoint an independent engineer to inspect the issues raised. An inspection took place a few days later and a report was shared with Mr A.

The engineer's report concluded the cause of the tinted glass film should be investigated and the film replaced. It says the passenger side door glass wasn't seated correctly, but that this wasn't related to the accident. In relation to central locking it says no noise was heard during the inspection. It says the garage advised it was the window mechanism making the noise, not the locking system – and this was a wear and tear issue.

Mr A wasn't satisfied with this outcome and referred his complaint to our service. AA sent a further response to Mr A's complaint offering £150 for not promptly arranging an independent inspection when issues were raised in September 2021. Mr A didn't think this was sufficient. Our investigator upheld Mr A's complaint. He didn't think the independent engineer had considered the central locking issue adequately during his inspection but rather had relied on the information provided by the garage.

Our investigator thought AA should provide a further £100 compensation to Mr A for the delay in repairing the damaged tinted window. He also thought it was fair that AA arrange for a specialist to inspect the central locking system and clarify if it was damaged as a result of the accident.

AA disagreed. It says the view of the garage engineers and the independent engineer was that it was unlikely the issues Mr A reported were related to the accident. Our investigator didn't change his view. AA says it didn't think it fair that it should have to arrange a further inspection. Because of this it asked for an ombudsman to review the complaint. It has been passed to me to decide.

I issued a provisional decision in May 2022 explaining that I was intending to uphold Mr A's complaint in part. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My remit here is to consider whether AA handled Mr A's claim and the associated repairs fairly.

I have read the report from the inspection that was arranged in November 2021. The report says:

"We understand that the vehicle was involved in a road traffic incident on [date of accident] as a result of which it suffered damage to the RH side. The incident repairs were carried out by [appointed garage] and the owner is not satisfied with some of the areas of the work completed.

We are advised that the areas of concern with the repair are;

- 1. RH door glass tint film scratched.*
- 2. Wind noise from the lh door.*
- 3. LH door central locking noisy."*

And:

"Following our examination we would comment as follows:

- 1. Complaint upheld*
- 2. The lh door glass is not seating into the aperture rubber correctly.*
- 3. No noise was heard during our inspection*

We consider the following rectification work is required:

- 1. Investigate why the tint film is scratched, rectify and replace tint film*
- 2. This is not related to the index incident or subsequent repair work*
- 3. The repairer has advised that it is the window mechanism that makes the noise, not the central locking system. They also advised that this is a wear and tear issue.*

We have not issued any instructions but we have spoken to the original repairer and advised that the rh door window issue needs to be addressed. They have agreed to make arrangements for this work once they have seen our report."

In its response to our investigator's view, AA says its independent engineer's professional opinion was that there was no central locking issue related to the accident or the repair. It says this supports the view of its garage engineers. It also says this is supported by the circumstances of the accident and the damage that was recorded. I have looked at the photos taken of Mr A's car after the accident, which shows damage is to the driver's side of the car.

I'm not an expert in this field and must rely on the expert opinion provided. It's clear the garage engineers didn't think the locking system was damaged in the accident. They refer to the noise reported by Mr A originating from the passenger side window. The independent engineer says he couldn't hear a noise relating to the central locking when he inspected.

In his report the independent engineer refers to the garage engineer's view that the noise originates with the window and is a wear and tear issue.

I have thought about whether this means the inspecting engineer, didn't carry out a full and independent investigation. But I don't think it does. It's clear the engineer inspected the

central locking being operated, as he says there was no noise to report. I think it's reasonable to expect that had something else been noticed - such as the central locking not working, which is arguably more significant – this would have been identified and mentioned in the report. But no issue was reported with the central locking during the inspection.

Based on this information I think AA behaved reasonably in arranging an independent inspection. If Mr A wants to arrange a specialist inspection of his own, AA should consider the findings. But I don't think it's reasonably been shown that it's responsible for repairs to the central locking or for the issue identified with the passenger side window.

That said I don't think AA acted reasonably to arrange the repair to the scratched window in a timely manner once this had been identified by its engineer. Mr A has supplied a timeline of the contacts he made to chase this up with AA and the garage. My understanding is that the repair has yet to be completed. AA has agreed to carry out the repairs and it should arrange to do so.

I think it was appropriate for the business to pay compensation for the delay in arranging an inspection. But given the time taken to arrange the required repair, and for the frustration and inconvenience Mr A has been caused, I think a further payment is fair. I agree with our investigator's view that AA should pay a total of £250 in compensation for these delays.

In summary, I think AA treated Mr A fairly in arranging an independent inspection and agreeing to repair the tinted window. But I don't think it treated him fairly and caused frustration and inconvenience in the delays discussed here. So, it should pay a total of £250 in compensation.

I said I was intending to uphold this complaint in part. AA Underwriting Insurance Company Limited should:

- pay Mr A a total of £250 compensation for the inconvenience and frustration caused by the delays in arranging an independent inspection and in arranging repairs for the tinted window.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

AA responded to say it accepted the provisional decision.

Mr A responded to say that he partly agreed with the provisional decision. However, he says some of the conversations he had with AA aren't recorded in the provisional decision and these conversations, if they were recorded, would have shown that he was misled by AA throughout this whole process.

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.

I've thought about Mr A's comments that not all conversations were recorded. Although I acknowledge what he has said, I haven't been provided with any new information. I must base my findings on a fair and reasonable consideration of the evidence provided. I don't think I need to change my decision based on Mr A's further comments.

I have read through all the available information again to make sure there is nothing in the records that changes my view. But I'm satisfied that £200 compensation is a fair outcome for

the inconvenience and frustration caused by AA's delays. So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've given above and in my provisional decision, I uphold Mr A's complaint in part. AA Underwriting Insurance Company Limited should:

- pay Mr A a total of £250 compensation for the inconvenience and frustration caused by the delays in arranging an independent inspection and in arranging repairs for the tinted window.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 July 2022.

Mike Waldron
Ombudsman