

## **The complaint**

Mrs B complains about how AA Underwriting Insurance Company Limited dealt with a claim made on her motor insurance policy. She wants a full refund of the premium she paid.

## **What happened**

Mrs B said another car had reversed into hers and AA told her, based on this, that the claim would be non-fault. AA initiated repairs, but Mrs B put them on hold whilst she waited for liability to be agreed. Mrs B also wanted to get CCTV footage of the incident. The claim was eventually settled as 50/50 split liability as the CCTV footage was unclear and the other driver had provided a different version of events. But Mrs B was unhappy with this change, and with AA's level of service. AA agreed that it hadn't responded to some of Mrs B's emails and it offered an apology for this.

Our Investigator recommended that the complaint should be upheld in part. She thought AA had handled the claim reasonably and delays were unavoidable due to the wait for the CCTV evidence. She thought AA had made its liability decision after considering all the evidence. But she thought an apology wasn't enough redress for the level of service AA had provided in not replying to Mrs B's emails and its dropped calls to her. She thought AA should pay Mrs B £75 compensation for the trouble and upset caused.

AA said that it thought an apology was sufficient for its service failings. As AA didn't accept the Investigator's view, the complaint has come to me for 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.

From what I can see, Mrs B has accepted our Investigator's view that AA handled her claim reasonably, that it wasn't responsible for any avoidable delays, and that its decision on liability was reasonable. I agree that AA hasn't acted unfairly or unreasonably in progressing the claim and deciding liability. So I won't consider this further here. What remains for me to consider is AA's level of service during the claim.

AA agreed that its level of service had been poor:

- Mrs B called AA for an update when she was told she may be held at fault, but the call was cut off twice and AA didn't try to call Mrs B again. AA said this was due to a misunderstanding. But I think AA should have reasonably tried to call Mrs B again to reassure her rather than leave her feeling unsupported.
- Mrs B emailed AA on more than one occasion (Mrs B said ten times), but it didn't acknowledge her emails. This meant that Mrs B had to call AA to get updates. AA has agreed there was work going on to progress the claim and I think it could have told Mrs B this in response to her emails.
- Mrs B had provided images of her car's damage to the repairer. But AA said she hadn't provided these. Mrs B said she had to call and email AA repeatedly to resolve this.

When a business makes mistakes, as AA accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

I can't see that AA's level of service caused Mrs B any material loss that it's required to make good. But I think that it did cause Mrs B a level of stress and frustration beyond what is usual in dealing with a claim. And I think she had to spend time repeatedly calling and emailing AA when a better level of service would have avoided this.

AA apologised for its level of service. But I don't think this was sufficient in the circumstances. I think, in keeping with our published guidance, which AA has quoted, an apology would be acceptable for one mistake. But, as there were further errors, I'm satisfied that a small monetary award is warranted. Our Investigator recommended £75 compensation. And I think that fairly compensates Mrs B for the level of trouble and upset caused.

### **Putting things right**

I require AA Underwriting Insurance Company Limited to pay Mrs B £75 compensation for the distress and inconvenience caused by its level of service.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint in part. I require AA Underwriting Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 August 2022.

Phillip Berechree  
**Ombudsman**