

## **The complaint**

Mr H complains about AA Underwriting Insurance Company Limited's (AA) handling of his claim following an accident he had when driving, under his motor insurance policy.

## **What happened**

In April 2022 Mr H was involved in an accident whilst driving his car. The passenger side wing mirror was damaged as a result. He contacted AA to ask for advice on whether he should make a claim. He was told an incident would be reported anyway that could impact on his premiums. So, he decided to pursue a claim.

Mr H says there were delays arranging for his car to be repaired. He also says AA told him his car was drivable. However, he was subsequently pulled over by the police and told he couldn't drive his car in its damaged state. When he enquired about a hire car, he was told there weren't any available. A hire car was provided later on but this wasn't like for like and caused further issues for Mr H.

Mr H says he has made countless phone calls, sent emails, and used social media to contact AA. He thinks the service provided has been very poor. He says he has since bought a replacement wing mirror himself and arranged for it to be fitted.

In its final complaint AA says it agrees with Mr H's concerns and offers its apologies. It says the images Mr H sent to its repairer initially, were of insufficient quality to provide an estimate. A new link was sent on 17 May 2022 to upload additional photos. AA says a response wasn't provided and the link expired.

To resolve matters it offered to inspect the damage at Mr H's home and provide a cash settlement. Alternatively, Mr H could send more photos and it would arrange for a repair date, or Mr H could arrange his own repairs and provide an invoice. AA says it will need supporting images and an invoice on company letter headed paper for its engineer to review, if this was the option Mr H preferred. AA also paid £250 for the distress and service failings experienced by Mr H.

Mr H didn't think AA had done enough to resolve his complaint and referred the matter to our service. Our investigator upheld his complaint. He says there was a period of 17 days when Mr H's car wasn't drivable, and AA should pay £10 per day for loss of use. He thought the options provided by AA to repair the car were reasonable, along with the £250 compensation for the distress and inconvenience caused.

AA accepted this outcome, but Mr H disagreed and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

## **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've decided to uphold this complaint. I'm not going to add to the remedy set out by our investigator. I realise this will be disappointing for Mr H, but I will explain why I think my decision is fair.

I've listened to the call recording when Mr H first contacted AA. He explains about the accident and the call handler tells him liability in these circumstances is initially considered to be split, but this will be investigated. Mr H is advised to keep any receipts from paying his policy excess, should he be able to claim this back later. The call handler tells Mr H he will receive an email so he can provide photos of the damage. The call is subsequently transferred to someone else to discuss the provision of a courtesy car, at which point the recording ends.

There was no discussion about whether the car was still drivable in the call recording. I don't have a recording of the later conversation relating to the provision of a courtesy car. But I would expect AA to make efforts to establish whether the car was drivable or not at an early stage.

I have no reason to doubt Mr H's comments that AA told him his car was still drivable. I also accept that he was stopped by the police. At which point he was told he shouldn't drive his car in its damaged condition. I can understand that this must have been distressing for Mr H.

The Road Vehicles (Construction and Use) Regulations (1986) say that a vehicle should have at least two mirrors, one of which must be the driver's side wing mirror. My understanding is that Mr H's car didn't have a functional passenger side wing mirror. But he did still have an internal rear-view mirror and a driver's side wing mirror. The indication from this is that the car could still legally be driven.

That said, there are other requirements under the regulations, including that a mirror is fixed in a way that it remains steady under normal driving conditions. From the photos provided, the wing mirror was severely smashed and being held together with tape. The Road Traffic Act (1988) also contains a condition that says the use of a vehicle can't represent a danger of injury to any person.

I acknowledge that AA thought Mr H's vehicle was drivable. I've not seen information to confirm the reasoning given by the police when Mr H was pulled over. But it is clear from his testimony that the police didn't think he should be driving his car.

Having considered this point, I don't think AA should reasonably have given Mr H advice that his car could be driven. This also likely delayed the process of him receiving a courtesy car.

Mr H has provided copies of the photos he sent to AA's repairer for it to inspect the damage. The photos are clear and show the severely damaged wing mirror. I'm not an engineer so I can't comment on what the repairer was missing from these images. There was a request from the repairer for additional photos. AA says Mr H didn't respond to this. However, it does acknowledge that communication could've been better in relation to this point, suggesting more direct discussion with Mr H and the repairer would've been helpful here. I think it's likely that poor communication contributed towards the delays in AA's claim handling.

I can see that a courtesy car was provided on 14 May 2022. This took 17 days from when Mr H first registered his claim. I note his comments that the car wasn't like for like with his car, and this wasn't suitable for giving lifts to his elderly parents who have mobility issues.

I've read Mr H's policy terms to understand what cover is provided. The terms say:

*“An AA Comprehensive Car Insurance policy means that following an accident, You will be provided with use of a standard courtesy car while Your Insured Car is undergoing repair, subject to the repair being carried out by Your Insurer’s approved repairer... a standard courtesy car will be supplied during the period of the repairs. A standard courtesy car is a category ‘A’ vehicle, normally a small 3 door, 1 litre hatchback car.”*

I’m sorry Mr H experienced problems because of the type of courtesy car he received. But I can’t see that AA did anything wrong here given the cover that was in place.

I do think a courtesy car should’ve been provided sooner. Mr H sent photos early on in the claim to show the condition of the wing mirror. I don’t think it was correct for AA to tell him his car was drivable based on the information it had. Mr H’s policy provides for a courtesy car if his is undergoing repairs. The repairs didn’t go ahead, but I think a significant factor to this were the communication issues and service failings highlighted.

In these circumstances I think AA should make a payment to acknowledge Mr H’s loss of use for the 17-day period before he received a courtesy car. We think £10 a day is fair and so AA should provide a payment for £170. This is in addition to the £250 compensation AA paid for the distress and service failings it has already acknowledged.

I note Mr H says he bought a replacement wing mirror online and paid someone to fit it for him. I think the options AA set out in its complaint response were reasonable to ensure Mr H’s car was repaired. One of the options was for Mr H to arrange the repairs and provide evidence in the form of images and an invoice on company letter headed paper. Mr H can of course liaise with AA if he wishes to claim, albeit he does have a £250 policy excess to pay, which will of course be a consideration.

In summary I don’t think AA treated Mr H fairly because of the communication and service failings that resulted in delays and the lack of a courtesy car. It should pay him £170 to acknowledge the loss of use of his car. But I think the £250 compensation AA has already paid is fair to acknowledge the distress and inconvenience it caused Mr H.

### **My final decision**

My final decision is that I uphold this complaint. AA Underwriting Insurance Company Limited should:

- pay Mr H £170 for the loss of use of his car.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr H to accept or reject my decision before 6 January 2023.

Mike Waldron  
**Ombudsman**