

The complaint

Mr A says there were delays and poor communication from AA Underwriting Insurance Company Limited and its agent after he made a claim on his motor insurance policy, and that an apology was an insufficient response to his concerns.

What happened

Mr A made a claim in May 2022. His car was written-off and he accepted the final offer made for it by AA on 17 June 2022. Mr A wanted to retain his car (which was with AA's agent, 'firm E'). He says there was a delay in getting it back and that firm E was hard to get hold of, which meant he had to call it more than should have been necessary. AA apologised for the delay caused by firm E and said feedback had been given to it. Mr A also said AA's communication should have been better and that there were delays in its replies to emails.

One of our investigators reviewed Mr A's complaint. She noted that he had to chase AA for a response to two emails he sent to it in June 2022, as its response took seven days. She also noted that AA had accepted that there were delays in Mr A's car being returned to him. She thought AA should pay him £50 compensation for distress and inconvenience. AA said it thought up to 14 days to respond to emails was reasonable, given the volume of queries it deals with. The investigator didn't agree, so the complaint was passed to me for review.

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.

AA accepts that its agent caused a delay in delivering his car back to Mr A, which led to frustration on his part and meant he spent time chasing firm E when that was avoidable. I can see why he was upset by that. In terms of AA's replies to Mr A's emails, I think it was reasonable for him to expect it to respond within a couple of days – especially when he'd made it clear that he was already concerned about firm E's poor service. In my opinion, seven days was an excessive time without a response. I appreciate that AA is inundated with queries from its customers, but the same applies to all insurers.

I think AA handled the claim reasonably overall. It offered a fair sum to Mr A for the car within a reasonable time – and he was kept in hire throughout. But as some of the service provided by AA and its agent could have been better, I don't think it's unreasonable for it to pay him £50 compensation for distress and inconvenience. I think that sum, added to AA's apology, provides a fair resolution to Mr A's complaint.

My final decision

My final decision is that I uphold this complaint. I require AA Underwriting Insurance Company Limited to pay Mr A £50 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 July 2023.

Susan Ewins
Ombudsman