

The complaint

Miss G is unhappy with the service she received from AA Underwriting Insurance Company Limited (the AA) after she reported her car had been hit by a third party.

What happened

In December 2021 Miss G's vehicle was parked and unattended when it was hit by a third-party vehicle. The third party left the scene, but a witness provided Miss G with an image of the vehicle. Miss G contacted the AA, her car insurance provider.

Miss G didn't want to make a claim for repairs at that stage until the third party had accepted liability. The AA contacted the third-party insurer who said their client had been the victim of cloned number plates and weren't involved in the incident.

The AA continued trying to move things forward by attempting contact with the witness, along with contacting the third-party insurer and the police. Due to the length of time since the incident, and there being no admission of liability, the AA said Miss G could proceed with the repairs under her policy, but the excess would be payable, or the claim could be closed as notification only.

Miss G doesn't feel the AA has done enough in pursuing the third party, so she approached this service.

One of our investigators looked into things but he didn't uphold the complaint. He thought the AA had made reasonable attempts to move things forward.

As there was no outlay on the claim as Miss G didn't want to pay her excess or for the AA to carry out repairs, the AA were reliant on third parties responding. But he said the third parties were under no obligation as a claim hadn't been made and there were no financial losses, but in any event, the AA had continued to try to move things forward.

The investigator noted that the AA had offered to repair Miss G's vehicle, but said she'd be responsible for paying her excess in the first instance. Or the AA had said the claim could be closed as notification only if Miss G didn't want to proceed with the repairs. He said that based on the information from the AA, it was unlikely they would be able to recover any outlay. He said the AA had acted fairly overall.

Miss G remained unhappy and asked for a final decision from an ombudsman.

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, whilst I appreciate it'll come as a disappointment to Miss G, I've reached the same outcome as our investigator.

Our investigator outlined a detailed timeline of what happened since Miss G first contacted the AA in December 2021. I don't intend on revisiting that in detail again. But I'd like to reassure both parties that I've considered what happened during this time when reaching my final decision. Having done so, I agree with the investigator that the AA has made reasonable attempts to move things forward.

As Miss G didn't want to proceed with the claim or repairs until the third party accepted liability, it was notification only at that stage. This meant there was no financial loss or outlay for the AA to attempt to recover from the third-party or their insurer. This meant the AA were limited in what they could do and were reliant on the third parties, who were under no obligation, to provide assistance.

I do acknowledge Miss G thinks the third party isn't being truthful surrounding whether they were there and the alleged cloned number plates. And she's unhappy with how the third-party insurer has acted when responding to the AA. However, the third-party insurer and driver aren't in my remit to consider. I'm limited to considering how the AA has acted in relation to Miss G as their policyholder. And I think they've made reasonable attempts to move things forward, but as yet, they haven't had acceptance of liability from the third party who denies being present and has reportedly had cloned registration plates.

I fully appreciate Miss G's position that she wasn't in her vehicle when it was hit, but at the moment there hasn't been any acceptance of liability. AA did manage Miss G's expectations from the outset that this would be a lengthy process given there was no claim being made at that stage, no outlay or financial losses. And they also confirmed at different points Miss G had the option of closing the claim as notification only (with her no claims discount unaffected), or the AA would be able to carry out repairs subject to Miss G paying her policy excess (but her no claims discount would be impacted).

The AA also said that if Miss G did go ahead with the claim and paid her excess, she'd be referred to the Motor Insurer's Bureau to discuss whether there was any possibility of her claiming reimbursement of her excess.

Whilst I appreciate Miss G is unhappy with the third party and their insurer, I think the AA have acted reasonably in trying to move things forward and outlining the available options to Miss G.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 12 December 2023.

Callum Milne
Ombudsman