

The complaint

Mr J complains about the method by which the Automobile Association Insurance Services Limited ('AA') sent him renewal documents for his motor breakdown policy in 2023, which led to it being renewed against his wishes.

What happened

Mr J says he'd been covered by AA's breakdown policies for over 10 years. He says its renewal invitations and policy documents were always sent to him by post, but in 2023 it sent them by email. He says he didn't get the emails, so he wasn't aware the policy had renewed until he saw his bank statements. By then, it wasn't possible to cancel the policy.

AA told Mr J it had decided to send renewal documents to consumers by email in 2023 as it was more environmentally friendly than posting them. It said he'd provided his email address to it, so it was a valid method to use in contacting him. And it said there was nothing to show the emails weren't received.

One of our investigators reviewed Mr J's complaint. He pointed out that we can't instruct insurers what practices to put in place, but he thought AA had acted reasonably by sending documents to Mr J's correct email address anyway. He noted that Mr J hadn't told AA he didn't want correspondence by email. The investigator also said as Mr J had been insured by AA for so long, he would have known the breakdown policy renewal was due, so he could have contacted AA to query where the documents were.

Mr J said although AA claimed the reason for the change in the method of contact was environmental, AA had continued to issue promotional materials by post. He also said he was disputing with AA the increase in the premium in 2023. The investigator said reducing *any* postal communication was environmentally friendly, and that AA wasn't required to send every document by email. He pointed out that Mr J hadn't complained initially about the increase in premium, so it would have to be dealt with as a separate complaint. As there was no agreement, 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.

Mr J's initial complaint to us was about not being consulted (or even informed) by AA about its decision to send renewal documents to consumers by email in 2023. Later, he said he wasn't happy about the 2023 increase in premium – which hadn't been dealt with by AA. So that issue is being reviewed as a separate complaint.

I don't think insurers are obliged to consult consumers about changing their practices. And in my opinion, it would have been counter-productive to issue letters about reducing the correspondence sent by that method. AA was only able to send Mr J email correspondence

because he had supplied his email address to it. There's nothing to show that he'd told AA not to use that address – and it has shown it emailed him in previous years. Presumably, Mr J didn't get those emails either, but AA had no way of knowing that was the case.

There's no doubt that sometimes emails aren't delivered or go astray (as do letters sent by post) but the vast majority of emails (and letters) are delivered. In this case, AA emailed Mr J three times in April 2023 and May 2023. I think it's unusual for several emails sent to the right email address to go astray, without the sender getting an 'undeliverable' message or something similar. Mr J says the emails weren't in his computer's 'junk' folder, but AA has shown that they were sent to the right email address. In these situations, we think the fairest approach is to say that it isn't the sender's fault if emails it sent to the correct email address go missing. We take the same general approach to letters sent by post.

I think it's reasonable to say that after such a long time with breakdown cover, Mr J would probably have wanted it to continue (with AA or elsewhere). He knew the policy would renew automatically unless he told AA otherwise – and I think it's more likely than not he would have been aware that it was around April / May each year when he normally got a renewal invitation. But it seems Mr J didn't notice its absence, as he didn't query it. He only contacted AA in late August 2023, after he saw his bank statement. Unfortunately, although he wanted to cancel the policy at that point, it wasn't possible then under its terms and conditions.

I understand why Mr J was shocked to find the policy had renewed without his having seen the renewal documents. I think he would have been angry about that (due to the method of contact being changed) even if the premium hadn't risen so much. I'm sympathetic to the fact that Mr J was genuinely upset by what happened. But as I don't think he's shown AA acted unreasonably in its communication with him, I can't uphold his complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 20 May 2024.

Susan Ewins
Ombudsman