

The complaint

Miss D complains that AA Underwriting Insurance Company Limited (“AA”) wouldn’t pay for some damage to her car in a claim under her motor insurance policy. When I mention AA I also mean its repairers and suppliers.

What happened

Miss D had a car insurance policy with AA.

Her car was parked facing traffic in a busy street. A van trying to manoeuvre next to her car made contact with it, causing damage.

Miss D contacted AA and made a claim.

AA recovered her car and inspected it. Her car had a range of panel damage along the near side and to the rear. The passenger door had suffered a significant dent towards the bottom edge and there was some damage to the sill below this dent.

AA said it wouldn’t pay for the door and sill damage, and it had questions about the damage to the rear. It said that the door and sill damage wasn’t consistent with the other damage. It said it would repair the other damage, but Miss D didn’t want this to happen.

Miss D remained unhappy and brought her complaint to this service. She’d like the damage to be repaired. She also mentions that her car was for sale about two weeks before the collision and she wasn’t able to sell it due to the damage.

Our investigator looked into her complaint and thought it would be upheld. He looked at the description of the incident from Miss D and a witness which both said the van had made contact with Miss D’s car repeatedly. He also said he couldn’t see the damage on the advert Miss D has placed shortly before the collision. He thought AA should repair all of the damage, but he didn’t think AA needed to pay her compensation.

AA didn’t accept the view. It said it didn’t have the witness description. Because it didn’t agree, this complaint has been passed to me to make 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.

I’m upholding Miss D’s complaint.

In later correspondence with this service, Miss D has also talked about AA trying to pursue her for hire car costs incurred during her claim. In this complaint I can only consider the matters dealt with in AA’s final response to her, which deals with the damage from the collision.

If Miss D remains unhappy with AA’s actions after its final response then she can make a

further complaint to it, and that complaint may fall into this service's jurisdiction if she remains unhappy.

Miss D's description of the events around the collision are clear. She talks about a noise alerting her. She looked out of her window and saw the third-party van trying to make space for another car to pass. In trying to make that space, the van moved back and forth alongside her car, hitting it and "*making it move*".

The witness statement, which was supplied to this service by Miss D and doesn't seem to have been in AA's file, says the van hit her car "*three times*".

In its investigation of her claim, AA's engineer has taken the approach that her car was hit from the front nearside quarter. It then questions why damage to the rear nearside and rear bumper would be covered under the claim due to location. And it says the door and sill damage was at a different height to the other damage, so it thought it had been caused at a different time.

I've thought carefully about this. Miss D's description of how she was alerted to the issue and what happened is clear and plausible. And the information given by the witness agrees. There's mention of other witnesses agreeing about the collision.

AA has reasons why it thought parts of the damage had been caused by a different collision, and it's investigated those. But I don't think its engineer has fully understood the nature of the collision that took place. It seems to me reasonable that a large, manoeuvring vehicle close by the side of a lower, smaller car could cause a range of damage.

I've also looked at the advert placed by Miss D in which there doesn't seem to be damage to the door. This does not confirm the door was dent-free immediately before the collision happened, but it seems more likely than not that the damage was caused by the van.

It follows that I think AA now need to deal with the damage to Miss D's car under the terms of her policy, and I think that includes the disputed areas of damage unless AA can provide suitable proof that they shouldn't be covered.

I've also thought about distress and inconvenience caused to Miss D. I can see from the file that AA had concerns about the collision and damage, and I've explained those above. I think AA acted fairly in investigating the collision further.

During its investigation, Miss D had a hire car so I don't think I can fairly say she was inconvenienced. Then, when AA rejected part of her claim, Miss D chose to stop the repairs happening. What this meant was her hire car needed to be returned. I can't fairly say AA was responsible for inconvenience after this point, as it was Miss D's choice to stop the repairs and I think AA did reasonably tell her what would happen.

Taking all this into account, I don't think I can fairly award Miss D compensation for distress or inconvenience. But as I mention above, she may wish to make a further complaint to AA if she's unhappy about its actions after its final response.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct AA Underwriting Insurance Company Limited to handle Miss D's claim for the damage to her car under the remaining terms and conditions of her policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept

or reject my decision before 6 November 2024.

Richard Sowden
Ombudsman