

The complaint

Mr and Mrs E have complained about their car insurer AA Underwriting Insurance Company Limited, they remain unhappy with it regarding a claim made following an accident in 2022.

Mr and Mrs E have complained to the Financial Ombudsman Service previously in respect of their concerns which arose about their policy since the date of the claim. I have already issued final decisions on complaints covering miss-sale, the car going missing, the valuation AA applied to the vehicle including its accessories, whether AA's actions amounted to a scam, the impact any decision about liability might have for them (with it being likely Mrs E would be found partly at fault), whether their good driving history would be impacted or lost and what upset had been caused by any failure of AA. None of those issues, or additional concerns linked to those issues, have been reviewed again as part of this complaint.

This complaint is considered primarily regarding any personal possessions, distinct from car accessories, likely in the car and either disposed of or lost by AA. There are a couple of claim handling type issues to be considered too, regarding AA's more recent activity (not covered by the prior complaints).

What happened

Mr and Mrs E were involved in an accident in October 2022. As alluded to above, the claim did not progress as Mr and Mrs E would have liked and complaints were made. Both to AA and the Financial Ombudsman Service. Whilst those complaints were progressing in December 2023, Mr and Mrs E told AA, which still had their car, that personal possessions in the car needed to be returned to them, or replacements paid for by AA. AA began making enquiries with its agents about what, if anything, had been found in the car and with Mr and Mrs E to get a better idea of what items they were looking to be returned.

Ultimately AA said there were no items of personal possessions within the car to return to Mr and Mrs E. This was in a final response letter (FRL) dated 19 April 2024. Within that FRL AA also answered concerns Mr and Mrs E had raised about its CEO not calling them, no timestamped images or video of their car in storage being available and that it hadn't complied with a data subject access request (DSAR) they had made. AA did not uphold Mr and Mrs E's complaint and they referred it to this Service.

In referring their complaint to this Service, Mr and Mrs E said that video footage or photos were crucial to them establishing their personal possessions left in the car because AA had not given them chance to remove them. During the course of our Investigator's enquiries with Mr E, the only personal possessions, as opposed to car accessories, detailed as missing, were a hard drive of songs (referred to by our Investigator as CDs, clarified by Mr E as 'many precious albums') and a dog guard. They said they were also unhappy their car was to be disposed of without their consent – they viewed themselves as still its legal owners, stating AA had not paid the market value claim settlement to them. Mr and Mrs E remained unhappy about how AA had dealt with them since December 2023 – they said they felt bullied and ignored.

Our Investigator, regarding personal possessions in the car, felt it was likely that a dog guard and CDs had been present and not returned to Mr and Mrs E. She felt AA should pay for a like-for-like replacement dog guard, based on evidence to be provided by Mr E of what such would cost, and £300 for the CDs. She explained the latter were unique, irreplaceable items, so £300 was compensation for the upset caused by their loss. She wasn't minded to uphold anything else.

AA agreed to the findings. Mr and Mrs E did not. They replied at length. Our Investigator, having reviewed the submissions made in reply, confirmed her view on the complaint had not changed. The complaint was referred for an Ombudsman's 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 note Mr E's kind offer of a call with him to assist me in considering the complaint – but I am satisfied I have a good understanding of his points and that I'm able to reach a fair and reasonable decision based on the comprehensive written detail supplied. Having considered everything, I find my view is the same as that expressed by our Investigator.

I'll confirm at this point though that ours is an informal service. As such I won't be detailing every argument raised – and as I've explained at the start, I also won't be going over any points that have been dealt with in my prior decisions. I believe that my findings issued here will likely draw a close to the matters which arose as complaints about the claim which occurred in October 2022. It's possible something new might still arise but that seems unlikely given the passage of time since the accident and extensive complaints, as well as related decisions already made and issued. I say that here so that Mr and Mrs E are aware, with this being a final decision also, that our involvement in considering their complaint/s has now likely come to an end. If they raise further complaints we will consider, in line with our usual process and rules, whether they are complaints we can or should consider.

In any event turning to this current complaint before me, I note that AA has agreed to cover the cost of a replacement dog guard and to pay £300 compensation for the lost/missing CDs. I note our Investigator explained that these items are best considered as personal possessions because, by their nature, they can be taken in and out of the car. It seems only reasonable to me that, where these items, likely in the car at the time of the accident, were not returned to Mr and Mrs E, AA makes up for that. I find AA's agreement in this respect reasonable so I will award the redress as suggested by our Investigator (which AA agreed to). As no other items of personal possessions have been identified by Mr and Mrs E as likely being in the car at the time of the accident, I won't direct AA to do anything more.

Like our Investigator, I'm not persuaded to uphold the rest of Mr and Mrs E's current complaint. I've set out my views in respect of the remaining issues below.

Mr and Mrs E told AA they wanted timestamped video and photos of their car in its possession. AA said it can't provide this now, its data retention rules mean such has been destroyed. I note one photo (not date stamped) of the car in AA's agent's yard, helped our Investigator identify the presence of the dog guard in the car. But that is a large item visible from the outside. Most personal possessions, such as sunglasses etc, wouldn't be so easily discernible. And where Mr and Mrs E haven't been able to say – with the exception of the dog guard and CDs – what items were likely in the car, footage or images like this (of the yard with the car parked in it), is unlikely to be able to assist further. It's not uncommon for businesses to have data retention policies like this and I couldn't reasonably have expected AA to act outside of its normal processes here to keep such footage/images available.

I know Mr and Mrs E felt ignored, even bullied by AA. I know they wanted AA's CEO to call them. I've reviewed AA's activity notes from late December 2023 through early 2024. I see from that log that once Mr E told it about possessions, it started looking into that. I understand he was asked for a list. It also dealt with the issue as a complaint, with an FRL from its complaints team following. I haven't seen that AA ignored Mr and Mrs E or treated them unfairly in this time. Whilst Mr E might have wanted a call from a senior employee of AA, it is up to AA how to deal with enquiries and complaints. And I can confirm, even bearing in mind the processes of this Service, it would be extremely unusual for a CEO to become directly involved in handling enquiries or considering complaints. That is simply not their role. Rather a company, like AA, will have processes in place to ensure the employees most skilled at handling claims or considering complaints, do just that. I can't reasonably fault AA for utilising its usual processes rather than acting outside of them to have a CEO contact Mr and Mrs E.

Because AA had been making enquiries about the car and its contents, when AA issued its FRL in April 2024, it hadn't yet been disposed of. I appreciate that Mr and Mrs E view themselves as its legal owners. However, the market value settlement AA paid meant the car, effectively, became its property. That was paid by AA in January 2024. I understand Mr and Mrs E did not cash the cheque AA sent. But AA, in sending the cheque had made a provision of funds to them for the value of the car. And, in this circumstance, Mr and Mrs E had agreed to AA paying those funds in settlement for their claim for the car, which was not made in respect of them keeping the car, when they accepted this Service's prior final decision. They did not tell AA they wished to keep the car. I'm satisfied it was fair and reasonable for AA to not return the car to Mr and Mrs E and instead view it as its property. In order to bring this matter to a close as simply as possible for both parties, with the need for as little further contact between them as possible, I will have our Investigator ask AA to reissue those funds to Mr and Mrs E.

Regarding the DSAR, AA said in the FRL that it didn't send any details to Mr and Mrs E because the detail it could have sent to them, under such a request, had already been given to them by this Service. We shared that detail under our obligations resulting from natural justice rules. Whether or not AA relying on us having shared that data, rather than sending it again itself, satisfies its obligations under the data access regulations is not for me to say. That is because breaches of data regulations are dealt with by the Information Commissioners Office, which I think Mr and Mrs E have already contacted. But, from a fair and reasonable perspective, I can't see that AA has done anything wrong here. It considered Mr and Mrs E's request and felt it had already been fulfilled. Which entity fulfilled it seems to me like somewhat of a technicality, which hasn't negatively impacted, as far as I can see, Mr and Mrs E's position.

I absolutely understand how difficult this whole situation has been for Mr and Mrs E. I know how strongly they feel about how they perceive AA has hurt them and let them down. I trust now that their concerns have been aired and considered by this Service that will give them some solace, even if they can't agree, wholly or in part, with the decisions made. As I've

explained in this decision and prior, I think AA did fail them at times. So they may feel some vindication in that respect. However, in this latest period of activity, whilst AA has been considering their concerns about lost/missing personal possessions, I'm not persuaded its treated them unfairly. An award is being made for two items, but I think AA did what it reasonably could to consider Mr and Mrs E's concerns before they reverted to this Service. And I think it treated them fairly whilst doing so. As such, I'm not minded to make it pay compensation to them for distress and inconvenience they've felt during this time.

Putting things right

I require AA to pay Mr and Mrs E;

- upon receipt of evidence of what a replacement like-for-like dog guard will cost them, a sum to replace the dog guard.
- £300 as compensation for the unique, irreplaceable music.

My final decision

I uphold this complaint. I require AA Underwriting Insurance Company Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr E to accept or reject my decision before 7 May 2025.

Fiona Robinson
Ombudsman