

The complaint

Mrs W complains that Automobile Association Insurance Services Limited (AA) provided her and her late husband with duplicated roadside assistance motor insurance policies for 13 years. She wants a refund of the costs of the duplicated cover.

What happened

After Mr W's decease, Mrs W said she found that AA had been providing them with two roadside assistance policies for 13 years. She said she cancelled one policy and upgraded the other policy to include national recovery. Mrs W calculated that the duplicated policies cost them an additional annual cost of £165.94. She wanted AA to refund this amount, with interest. AA said Mr W was aware of the two policies. But Mrs W thought AA couldn't have communicated the position clearly to Mr W.

Our Investigator didn't recommend that the complaint should be upheld. He saw that Mr W and Mrs W had paid for AA breakdown cover annually. They also had a separate policy through their bank. This policy didn't include national recovery, which Mr W required. He thought the evidence showed that Mr W was aware of the dual policies. And he thought that Mr W had negotiated discounts at renewal with AA so that he wasn't paying for duplicated aspects of cover on the annual policy.

Mrs W replied asking for an Ombudsman's review, so her complaint has come to me for a final decision. Mrs W thought AA hadn't treated them fairly as it was aware of the duplicated cover.

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 was sorry to hear about Mrs W's loss. She has explained that her late husband dealt with their financial affairs, and she is now dealing with them with the assistance of their son. I can understand that she wants to be treated fairly and reasonably by AA. But I don't think that AA has acted unfairly or unreasonably in regard to their cover. I'll now explain why I think this.

AA has provided us with its file which has evidence of Mr W's contacts with it over the years. Due to the passage of time, telephone recordings have been lost. So I've relied on file notes to understand what occurred.

Mr W took out a joint roadside assistance policy with AA in 2000. In 2011, Mr W and Mrs W's bank provided them with another policy that included roadside assistance but not national recovery. Mr W then called AA to cancel his annual policy. But as Mr W wanted national recovery, AA agreed to deduct the cost of roadside assistance from the annual policy. And so the cancellation was avoided and there was no duplication of the cover elements. This arrangement continued for six years.

This arrangement came to an end in 2017. From AA's file notes, Mr W was aware of both of his policies. He then negotiated a discount for the renewal of his AA policy. And this arrangement continued until Mrs W cancelled the membership in 2024.

AA said it sent Mr W his renewal documents each year. And it thought Mr W had sufficient information to make an informed decision to retain his AA membership and the breakdown cover that came with the bank account. I can see that Mr W contacted AA in 2021 to review his renewal prices and this led to AA making him a goodwill payment. So I think he was keeping a close eye on his finances and was able to negotiate fair prices.

Mrs W said that Mr W latterly had vulnerabilities that may have affected his understanding of his financial arrangements. But I can't see that AA was made aware of these vulnerabilities. And so I can't say that it should have acted differently because of them. And from what I can see, Mr W took an active role in getting the best price for his cover.

Mrs W said she had cancelled her AA policy and upgraded her bank policy to obtain the national recovery benefit. But I'm satisfied that both Mr W and AA were aware of the dual cover. And Mr W ensured that he obtained a discount for the duplicated aspects of cover and obtained the cover he needed. So I don't think it would be fair or reasonable to ask AA to now pay Mrs W any refund.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 4 August 2025.

Phillip Berechree
Ombudsman