

The complaint

Ms H is complaining that she doesn't think her car was properly repaired after she made a claim on an after the event insurance ('ATE') policy provided by AA Underwriting Insurance Company Limited ('AA').

What happened

In June 2024 Ms H's car was hit by a third party's vehicle while it was parked. After she looked to have the car recovered, she entered into an ATE policy provided by AA. Under the terms of the policy, AA arranged for her car to be repaired and she was provided with a hire car.

However, a few weeks after the car was returned to her, Ms H contacted AA to say there were issues with the car, which she believed were accident related. She later arranged for a manufacturing dealership ('the dealership') to inspect the car. The dealership said there were multiple issues with the car and Ms H said the dealership had told her they were all accident related – i.e. should have been repaired as part of the claim. She said the dealership told her the car should have been written off.

AA referred the dealership's report to its inhouse engineer who didn't believe the damage could have been attributed to the accident. He considered it to be down to wear and tear. Ms H disputed this and said the car had had a service and health check only two months before the accident and no issues were reported then.

AA acknowledged it had taken a while to reply to Ms H throughout the dispute and sent her £50 in compensation for this. But it maintained the damage wasn't accident related.

Our Investigator didn't uphold this complaint. She acknowledged Ms H's car had passed a health check two months before the accident, but she was persuaded by AA's engineer's comments that the damage wasn't accident related. So she didn't think AA needed to refund what Ms H had paid to fix the car.

Ms H didn't agree with the Investigator's opinion and said the following:

- She reiterated the dealership had serviced the car and given it a clean health check only two months beforehand.
- She believed AA used a dodgy garage who didn't inspect the car fully, leaving a huge amount of damage outstanding.
- She provided a video from the dealership saying the damage was all accident related.
- She said the car was unsafe to drive.
- She didn't think AA did anything to help her with this. She said she'd repeatedly asked for a courtesy car, but AA didn't provide one. She also said AA didn't respond to her throughout so she had to be the one to put things right at all times.

As Ms H didn't agree with the Investigator's opinion, the complaint's been passed to me to decide.

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've decided to not uphold this complaint.

There's no dispute Ms H's car experienced issues after it was returned to her. The issue for me to consider is whether I think it's more likely than not that the damage was caused by the accident. I don't think it was and I'll now explain why.

Firstly, I'm conscious Ms H didn't report these issues for six weeks until after the car was returned to her. Ms H has explained she was away for a period of this time with work and I've taken Ms H's comments into account surrounding this. But, if these issues were accident related, I think it's likely they would have been apparent from the moment AA returned the car to her.

I have considered the dealership's report and statement, but I haven't found it persuasive as I think it's based on an incorrect description of the accident itself. I understand Ms H told the dealership the car was shunted two car lengths forward following the impact. But there isn't anything to support that. The damage was to the rear offside wing of the car. While there was no doubt a large impact, I find it's unlikely from the damage visible on the car that the car would have significantly moved given the parking brake was applied – and certainly not to the extent Ms H has averred.

AA's engineer has said *"the lower suspension arm and ball joint appear aged and had been advised at the previous MOT, not only is this far more likely to be the cause of the bearing failure with uneven load being placed on the bearing due to the weakness in the ball joint but the dealer did not pick up on this. I do have concerns that considering the customer complaint, this was not inspected."*

"With no marks on the wheel and tyre, vehicle being hit while parked this would not fit the incident, being the vehicle is a solid object if enough force has been applied to the front from a rear impact to damage the bearing the rear passengers would also have suffered damage and likely far worse but this is not the case. I can only conclude that the bearing has failed as a result of wear & tear, age and due to uneven loading from a weak and wandering lower ball joint."

The dealership has also said there's damage to the engine mounts and an engine pump. But AA has said the mounts and the pump are located at the front of the vehicle and didn't think the impact would have caused these to damage. It's said the mounts and pump are items which wear overtime, and this seems to be the case here. It explained the mounts are made of rubber and absorb vibrations from the car and said the mounts tend to crack overtime.

AA's engineer has said *"due to the positioning of the mounts they cannot be impacted by a side on collision. The mounts secure the gearbox to the subframe. This is designed to reduce engine noises and rattling. They take the burden from the engine vibrations and under this pressure they commonly split. This is a commonly replaced item on a car of this spec and age due to wear and in the way a performance car is driven."*

I appreciate the dealership didn't say these issues were present when it performed a health check. But it doesn't mean they weren't developing. I'm conscious Ms H's car had travelled around 90,000 miles at the time of the accident. It may well be the case that the accident has highlighted an issue that was developing beforehand. But I'm persuaded by what AA's engineers have said that I don't think it's likely the accident was the primary cause of the

issues that have arisen. So I can't reasonably require AA to pay for the rectification costs.

I've also considered Ms H's comments that AA didn't respond to her throughout her complaint. I agree it should have been more pro-active in the way it communicated with her. But I don't think this would have changed the outcome. It wasn't required to provide her with a courtesy car and she would always have had to pay to repair the car. AA has paid Ms H £50 in compensation for the communication failures and I think that's fair.

My final decision

For the reasons I've set out above, 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 Ms H to accept or reject my decision before 8 January 2026.

Guy Mitchell

Ombudsman