

The complaint

Mr F is unhappy with the quality of repairs completed to his car by AA Underwriting Insurance Company Limited following an accident.

What happened

Mr A's car was involved in an accident. He contacted AA to raise a claim. The claim was accepted and Mr F's car was repaired. Unfortunately, the repairs weren't to a satisfactory standard and AA arranged for the car issues to be rectified. However, once again there were issues with the repairs. AA arranged for issues to be rectified again but there were still issues with the car. Mr F was unhappy and raised a complaint. AA has accepted further rectification work needs to be completed but disputes it's everything Mr F has raised. On providing their file to us, AA made a cash settlement offer to Mr F and have offered a total of £500 compensation. Mr F brought the complaint to this service.

Our investigator thought AA's offer was fair. She didn't think AA needed to rectify all the issues. Mr F appealed. He maintained that all the issues raised have been caused by AA as a result of the substandard repair.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both AA and Mr F a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold Mr F's complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether AA acted in line with these requirements with how they've repaired Mr F's car.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr F has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

It's not in dispute that the repairs completed by AA weren't to the correct standard.

The dispute revolves around what needs to be done to put things right. Both AA and Mr F have had independent reports completed. My role is to decide which evidence I find more persuasive.

The report provided by Mr F provides more detail than AA's. On AA's report, it also states that "New issues will have to be checked with the repairers check in/out sheet"

I've asked AA to provide me with copies of the in/out sheets for the three occasions Mr F's car was with them and they've not provided me with these to date.

Having considered all the evidence, I think Mr F's report is more persuasive and I think all the damage set out in it should be covered. AA have already attempted to complete rectification work on two occasions and Mr F has told me that he's lost confidence in them. I don't think this is unreasonable. So, I intend to award Mr F a cash settlement for all repairs stated in his report at the rates it would cost Mr F to have them repaired.

Mr F's independent engineer assessed the quote Mr F's garage had completed and agreed some changes to reduce the price significantly. So, I think this is a fair figure for AA to pay Mr A. On this basis, I intend to award Mr F £13,325 so that he can complete the rectification work. I appreciate that AA will have already spent a significant amount on repairing the car, should they wish to deem the car a total loss, AA may pay Mr F the full market value of his car instead. This should be in line with this service's well-established approach.

I also intend to tell AA to cover the cost of the engineer's report Mr F instructed.

Mr F's car was first taken in for repairs in March 2024. It's been in two further times and will require further repairs or Mr F will need to purchase a new car. Either way, this has been going on for a long time, taking up a lot of Mr F's time and will have caused Mr F significant distress and inconvenience. I think this has caused Mr F substantial distress, upset and worry and has had an impact on his life over a sustained period of time. AA has already offered Mr F £500 compensation but I don't think this is enough. I think AA should pay Mr F a total of £750 compensation for the distress and inconvenience caused."

I set out what I intended to direct AA to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

AA didn't respond to the provisional decision by the deadline.

Mr F accepted my provisional 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've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

Putting things right

To put things right, AA should do the following:

- Pay Mr F £13,325 so that he can complete repairs to his car.
 - o If they should prefer, AA can write off Mr F's car, pay Mr F the market value and take ownership of the car.
- Pay Mr F the cost of his engineer's report
- Pay Mr F a total of £750 compensation for the distress and inconvenience caused.

My final decision

For the reasons I've explained above, I uphold this complaint and direct AA Underwriting Insurance Company Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 March 2026.

Anthony Mullins
Ombudsman