

complaint

Mr N complains that Automobile Association Insurance Services Limited ("AAIS") sold him a roadside assistance policy that did not meet his needs, and sent him policy documentation that contained incorrect information.

background

Mr N wanted a roadside assistance policy to cover driving in Europe. He owned a number of cars, so phoned AAIS and asked if he could change the car he took abroad. He was told he could phone to change the registration, but that he should read the terms and conditions. The relevant condition is as follows:

'10. Vehicle Changes

You must inform Us if the vehicle You intend to take on Your Trip differs from the vehicle stated on Your Statement of Insurance. You are entitled to make up to three (3) vehicle changes during Your policy, provided this change is made before the commencement of the trip for which You want the particular vehicle covered'.

Mr N did read this condition. He had three vehicles that he took to Europe. He read the condition as meaning that the policy would cover all three vehicles, however often he changed the relevant vehicle on the policy. It was only when he phoned AAIS in August 2014 to change the vehicle registration on the policy for the third time that he was told that if he did, he could not make another change to the policy until renewal in January 2015.

Shortly afterwards he received a letter from AAIS about a change to the policy he had not made, with the wrong vehicle details and the wrong geographical zone. He rang AAIS who said not to worry as it had the correct information on its computer.

Because of these two matters, he took out a roadside assistance policy with a different provider. He considered that AAIS should refund his premium.

Our adjudicator did not recommend that this complaint should be upheld. He said that in the relevant sales call, AAIS's advisor said that Mr N could change the car on the policy. He did not specify the number of changes that could be made, but directed Mr N to read the terms and conditions of the policy when he got them.

Mr N acknowledged that he did read the relevant condition when he received the policy, and formed his own view of what it meant. So the adjudicator did not consider Mr N had been affected by what the advisor had said. He did not consider that the policy had been mis-sold, or that AAIS should be required to refund the premium.

Mr N had said that in his view the wording of this condition of the policy was ambiguous. Although AAIS was not responsible for the wording of the policy, the adjudicator did not consider that a complaint against the underwriter of the policy about the wording would succeed. The wording said that a policyholder could make "up to" three changes. The adjudicator considered that this was sufficiently clear, and not ambiguous.

Although AAIS had sent Mr N a letter containing incorrect information, it had confirmed that it the correct information was held on its system. Mr N had not been inconvenienced by the

error, or experienced any problem while abroad. So the adjudicator was unable to recommend that Mr N's complaint should be upheld.

Mr N did not accept the adjudicator's recommendation and asked for his complaint to be reviewed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Like the adjudicator, I consider that the advisor did not mislead Mr N in the course of the sales call. He referred Mr N to the relevant condition in the policy, which I consider is sufficiently clear in referring to the number of changes permitted to the vehicle stated on the statement of insurance.

Mr N formed his own, different, view as to the meaning of this condition. But he did not check this view with AAIS. I also agree that Mr N did not in fact suffer any harm from the incorrect letter that AAIS sent him. So I do not consider it would be reasonable for me to require AAIS to refund Mr N's premium.

my final decision

For the reasons I have set out above, my decision is that I do not uphold this complaint, and make no order against Automobile Association Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N to accept or reject my decision before 17 April 2015.

Lennox Towers
ombudsman