

The complaint

Mr S complains that AA Underwriting Insurance Company Limited's approved repairer have damaged his car, and that there have been delays and provided poor customer service when dealing with his claim. He also complains that an engine issue remains outstanding.

What happened

In August 2022 Mr S's car was damaged in an accident and the third party was held liable. It was sent to AA's approved repairer for repairs to be completed.

When the car was returned to Mr S in October it had additional damage that was not from the accident and repairs hadn't been completed properly. Mr S complained that his car was returned with a broken aerial/antenna, scratches on the roof, a dent to the side and a dent to the front bumper with damage to the number plate. He also complained that there was an engine management light on which had been on since the accident.

Mr S complained and AA said they were investigating. They approved a courtesy car for Mr S but that wasn't provided, and he then complained. The complaint was upheld and an independent assessor came in January to review the damage to the car. He reported back to AA on the issues and what rectification work was required but Mr S heard nothing further. He brought his complaint to us on 10 May 2023.

AA offered Mr S £500 for the lack of progress in his case, but Mr S wasn't happy with this and brought his complaint to us.

AA took the car back to its approved repairer for the rectification. However, this was again not completed properly, and after a further complaint, Mr S was paid £200 as compensation for poor service.

Mr S was unhappy with AA's response again and brought his second complaint to us, which was linked into the first one.

One of our investigators looked into Mr S's complaint and he recommended that AA pay a total of £850 as compensation for distress and inconvenience as well as undertaking the repairs identified by the engineer, including repairs relating to the engine management light. Mr S agreed this, but he said he was happy to accept the £700 if all the rectification work was undertaken. Subsequently, Mr S was paid £1000 by the approved repairer to get the rectification work done himself by his own garage – this didn't include anything relating to the engine management light.

AA didn't agree with the investigators outcome and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

There are two aspects to this case – the poor service, and the outstanding issues.

AA have already accepted that the service they provided had fallen below the standard that Mr S should have expected. They have made one payment of compensation of £200, an offer of an additional £500. They have agreed on the damage and have now paid £1000 to Mr S for the repairs to be undertaken but didn't accept liability for the engine management light or the flat battery.

So I have to consider whether AA's offer is fair and reasonable in all the circumstances. Our investigator has recommended a higher offer of compensation of £850, although Mr S has said he will accept £700 plus all the outstanding repairs including any related to the engine management light.

Distress and inconvenience caused by the delays and poor service

When a car is taken in for repairs by an approved repairer it is fair to expect that when it's returned it will have been restored to pre accident condition, especially after a long period with the repairer.

I can imagine how frustrating it will have been for Mr S to receive his car back in October with some issues unresolved and new ones added to it. He rightly complained about this, but AA's response was slow and inadequate. They asked an independent inspector to review the car, but that didn't take place till January, and despite the report being sent to AA, this wasn't actioned straight away.

The independent inspector recommended that AA took responsibility for the rectification work to the body of the car, but not to the alloy wheels. He also said that the engine management light was not proven to be connected and so he recommended that it would need to be diagnosed by a dealer/manufacture to "determine the fault and whether the incident or the way the vehicle was recovered and stored may have had a bearing on the fault".

A hire car was promised on 14 February and Mr S was advised that the hire company would be in touch on 28 February. No contact was received and when Mr S rang the hire company he was told they had no knowledge of the authorisation of the car. The claim notes suggest the complaint was then closed in error and no progress was made.

By June when Mr S came to us, he hadn't driven the car because he was worried about using the car with the engine management light on. He then discovered that there was a hole in the roof of the car where the aerial had been, and water ingress had caused mould inside the car. The car was then taken back by AA's garage for further rectification work. When the car was returned to Mr S the mould had been cleaned, but the one dent that had been agreed to repair was still there, and a new dent was on the top of the car by the new aerial. Mr S had already returned the car to the garage as he was unsatisfied by this further repair. AA offered £500 in respect of the delays and poor service.

On 15 July the car was returned again and there were still issues with visible scratches, the bumper fixing being poor and the aerial not being fixed properly. Also the stop light above the rear window didn't work.

Mr S made a further complaint and on 21 July AA sent a second final response and paid £200 to Mr S for the additional issues with the repairs.

Having reviewed all this information and the notes concerning this, I think that the service Mr S has experienced has been very poor. He has had months of delays, poor communication, and inconvenience. In addition to the original repairs not being undertaken to a satisfactory standard, he has also had further damage and to his vehicle. I can see that £700 has been

offered, but I am inclined to agree with the investigator that the extent of the issues and the impact on Mr S warrants slightly higher award and agree £850 seem a fair and reasonable figure in the circumstances.

Outstanding damage and engine management light issue

In August 2023 the repairer admitted the exterior damage occurred when the car was with them and agreed to pay Mr S £1000 so he could take his car elsewhere and get the body repairs done. I think this is a fair offer, and Mr S has received this payment and so I don't think I need to comment further on this issue. The outstanding repairs have now been compensated for and accepted.

In relation to the engine management light and any underlying defects causing this, I wasn't satisfied that there was enough evidence that the engine management light issue was connected to the crash or the subsequent handling by AA's agents and so Mr S kindly obtained a diagnostics report on this issue.

Unfortunately for Mr S, this report doesn't confirm a link between the light and the accident. It confirms the engine management light relates to the diesel particulate filter and says "found DPF blocked with 55 grams of soot. Unable to clear DPF pressure sensors also needs replacement". AA's engineers have reviewed the report and they have confirmed that they don't consider the dent to the exhaust or the DPF blockage are due to the accident.

I appreciate that Mr S says the light has been on since the accident, but in view of the report, I can't fairly say that the issue with the DPF is related to the accident, and so I won't be asking AA to take any further action in respect of this.

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.

Mr S has responded and accepted my decision, but AA have made no further comment, and so in light of this, I'm making my final decision in line with my provisional findings.

Putting things right

To put things right, AA should:

- Pay Mr S a total of £850 for the trouble and upset caused by the poor service, deducting any sums already paid.

My final decision

My final decision is I am upholding Mr S's complaint about AA Underwriting Insurance Company Limited and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 January 2024.

Joanne Ward
Ombudsman