

The complaint

Miss N complains Automobile Association Insurance Services Limited mis-sold her a roadside assistance policy.

What happened

In April 2023 Miss N's car broke down. She called AA and was sold a roadside assistance policy. She was charged a £150 emergency joining fee alongside an annual premium of £82.

An operative attended the breakdown. The vehicle couldn't be repaired at the roadside. It was taken to a garage local to the breakdown location. Miss N then requested her car be recovered to her home. That wasn't covered by her policy. She was told there would be an additional cost for that service.

Miss N was unhappy with the additional cost. She cancelled the policy. She complained to AA that if she had been told of the additional cost for recovering her vehicle to her home she wouldn't have bought the policy.

AA didn't accept it had done anything wrong. It said during the sales call the emergency joining fee had been explained, that Miss N had been told if her vehicle couldn't be fixed at the roadside it would be taken to the nearest local repairer and that if she needed to go further there would be an additional cost. Miss N didn't accept that, so came to this service. To resolve her complaint she would like to be refunded the £150 emergency joining fee.

Our Investigator didn't recommend AA refund the £150 emergency joining fee. She felt it had been explained to Miss N that there would be an additional cost to take her vehicle further than the local garage. Miss N didn't accept that, so the complaint was 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Miss N and AA have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything provided.

Miss N was told in her initial call to AA that the main intention of the cover was to fix her car at the roadside. It was explained that if that wasn't possible her car would be taken to a garage in the area where the breakdown happened. In addition she was told during that call that if she did need to go further there would be an additional cost. So I'm satisfied she knew there would be a further charge to get her car home.

Miss N says she wasn't told how much the home recovery fee was. But she didn't explain, during the call, a need or intention for the car to be taken to a different location to the local

garage. So I wouldn't expect AA to have quoted her the specific cost for taking her vehicle to a location of her choice.

I note Miss N's point that she wasn't told about the further charge during a second call to AA. It was in this latter call that she agreed to take the cover. However, she was already made aware of the additional charge only an hour or so earlier. So I'm satisfied she was aware of it. And in the second call the benefits of the policy were set out again. She was told it would cover an attempt to fix the car at the roadside – and where that isn't possible the car would be taken to the nearest repairer.

I'm satisfied AA gave Miss N clear, fair and not misleading information. It explained the benefit provided by the policy. It was explained a request to go further than a local garage would involve additional cost. So I don't agree the policy was mis-sold. That means I'm not going to require AA to refund the emergency joining fee.

My final decision

For the reasons given above, I don't require Automobile Association Insurance Services Limited to refund the £150 emergency joining fee.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 9 November 2023.

Daniel Martin
Ombudsman