

The complaint

Mr W complains Automobile Association Insurance Services Limited trading as The Aa (AA) mis-sold him a roadside assistance policy.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- When Mr W's car broke down, he telephoned AA for assistance. Mr W asked whether his car could be fixed at the roadside – which he believed was due to an issue with his starter motor.
- Mr W says AA's agent confirmed it could be, but if not – because a part was needed – this could be sourced and fitted by an AA engineer the next day.
- Mr W agreed to take out the policy over the phone, and an engineer was sent to his vehicle. The engineer's job notes say a temporary repair was completed allowing Mr W's car to be driven and he was advised to take it to a garage for permanent repairs.
- Mr W requested the engineer attend the following day to fit a part, but he says the engineer refused. Mr W complained saying he'd only agreed to the policy because he was assured his car's starter motor would be repaired, and that if a part was required it would be fitted – and so, he considers the policy to have been mis-sold to him.
- In its final response, AA said its agent had given clear information as to what roadside assistance Mr W was entitled to. It explained the fee he was charged included a one-off surcharge so he could use the service immediately. So, it was satisfied the policy hadn't been mis-sold. It added its engineer had completed a temporary repair and had therefore, handled Mr W's claim in line with the policy terms and conditions.
- Mr W remained unhappy and so, brought a complaint to this Service. An investigator considered it but didn't uphold it. Because Mr W disagreed, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I'm not upholding this complaint. Before I explain why, I want to reassure Mr W that I've read his comments. But having reviewed the evidence, I'm not persuaded the policy was mis-sold to him.

The policy was sold over the phone and so, I've listened to the call Mr W had with AA's agent. I agree Mr W made it clear it was important to him to know whether the engineer

would be able to repair his car at the roadside before agreeing to the policy. But I don't agree the agent guaranteed this could be done. And I don't consider it was reasonable to have expected the agent to give a definitive answer on this during the call.

I say this because in response to Mr W's question about whether the starter motor could be repaired the agent says:

"It's hard for me to say, I'm not mechanically minded, we do have a lot of situations where we deal with it [starter motors] on a daily basis... [the engineer] might be able to do a temporary repair or give you some advice on it and then try and fix it." He adds "It all depends on the situation."

The agent goes on to explain that if the car can't be temporarily repaired at the roadside, it could be recovered to a local garage or Mr W's home as he'd broken down a short distance away from it. Or that alternatively, if a part was required a patrol vehicle could fit it the next day, provided Mr W's car was somewhere safe and the part could be sourced.

It seems Mr W thought the engineer would return to fit a part even if a temporary repair had been achieved at the roadside – and that's why he's aggrieved AA said it had fulfilled its obligations under the policy by jump starting his vehicle and getting his car back on the road. But this latter point is about the whether the insurer met its obligations under the policy and so, doesn't fall within the scope of this complaint which is about whether the policy was mis-sold.

Whilst the agent said a job could possibly be booked in for the following day – he didn't guarantee this would happen. The agent caveated his statement by saying that when the patrol engineer arrived, Mr W should check with the engineer as to what could be done with his vehicle. Given the agent's position, they can't reasonably be expected to guarantee a diagnosis of the problem and confirm what repairs, if any, would be required, as that's the responsibility of the attending engineer.

I accept it's possible Mr W and the agent were at times talking at cross purposes, but that doesn't mean the information the agent gave was unclear. Ultimately, I'm satisfied he set out the assistance available to Mr W under the policy – which Mr W agreed to.

Mr W complains he was charged an additional £150 call out fee. So, I've thought about whether the policy was mis-sold on this basis. The policy document says: *"If you have bought cover while you were broken down and/or you need to use it immediately then we will charge an extra fee. We will tell you how much this is when you call us."*

At the start of the call, the agent clearly says, *"there will be a non-refundable immediate usage surcharge for £150 – this is in addition to the membership cost as you are currently broken down"*. So, I'm satisfied the agent gave clear information by telling Mr W what the fee was for and how much it was before Mr W agreed to the policy.

In conclusion, I'm satisfied the agent provided Mr W with clear information as to what assistance he was entitled to under the policy and so, I'm not persuaded the policy was mis-sold. It follows that I don't uphold this complaint.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 12 October 2023.

Nicola Beakhust
Ombudsman