

## The complaint

Mr F has complained about his car insurer AA Underwriting Insurance Company Limited. He thinks its overlooked damage caused to his car's engine when another car rolled into his car from the rear.

## What happened

Mr F's car was parked when another car, left without a handbrake fully on, rolled down an incline and into the rear bumper of Mr F's car. The bumper suffered cosmetic damage and AA took the car for repair. Mr F told AA he felt the engine of his car had been affected too. He said when the cars had been found, he'd started his car to move it forward and the engine was making a distinct rumbling noise which it hadn't done before the accident. This was later identified as being caused by the alternator. AA wasn't minded to accept that the engine, situated at the front of the car, had been affected by what it thought had been a relatively light impact to the car's rear bumper.

Mr F was unhappy. Both he and AA obtained expert reports on the issue. After a month with the car being out of use on account of the alternator, Mr F had the car fixed. AA had told Mr F that it felt its service had been poor, it offered £150 compensation in that respect. Mr F complained to the Financial Ombudsman Service. He said AA was responsible for the cost of the repair he'd undertaken and it hadn't kept promises to call him back.

Our Investigator noted that one expert report recommended that AA take responsibility for the engine issue. She also felt Mr F's testimony was convincing such that she was persuaded the engine issue had likely been caused by the accident. AA objected, drawing our Investigator's attention to another report, with Mr F doing similar with a report he felt was in his favour. Our Investigator felt AA's report was more persuasive, so she told both parties she no longer felt the complaint should be upheld.

Mr F said he was unhappy. The complaint was referred for an Ombudsman's consideration.

I felt AA's answer to Mr F's repair concerns was fair and reasonable. But also that the parties deserved to receive a fuller explanation as to why that was. So I issued a provisional decision to share my views with both parties. My provisional findings were:

*"As I understand it Mr F's car was knocked into from behind by a car which had rolled down a short incline due to its handbrake not being fully engaged. So Mr F's car wasn't subject to a high speed impact, and the car which collided was not moving at speed or with force. I've seen an image taken after the accident, before Mr F's car was moved, which shows the rear bumper of Mr F's car is just in contact with the front bumper of the other car. The rear of Mr F's car, including the bumper itself, was not crushed, crumpled or substantially damaged by the impact. I can see why AA's garage, initially without reference to an engineer, and even without fully understanding the cause of the noise, felt the engine noise was unlikely to have been caused by the accident.*

*I bear in mind that a bumper is fitted to a car, in part, to absorb impact and protect the rest of the car from damage. Knowing that, and understanding the above details about the nature of*

*the accident, I'm not persuaded it makes logical sense to think a part of the engine, at the front of Mr F's car, was damaged by the rear impact. I'm conscious that the part in question is the alternator. This was seemingly diagnosed by a manufacturer garage. I've not seen a report from the garage but Mr F says the manufacturer said they thought the accident was unlikely to have damaged the alternator. Even though I've not seen a report, I can understand that view. The alternator is part of the car's electrical charging system, responsible for providing power to the electrical systems of the car. So, again, it doesn't seem to be a part that might be thought logically to have suffered damage in this type of accident – for example, it might make sense for a stationary, parked car, forced into movement, to suffer damage to its handbrake. Even then though, I think the impact forces involved would have to be quite substantial.*

*I don't doubt Mr F's report that this problem was only noticeable for the first time immediately after the impact. But neither that nor the video footage provided of the car in use before and after the impact, shows that the impact caused the problem. And coincidental damage does sometimes occur. So what is really important for me in considering this complaint is the available expert evidence. Considering expert detail like that will help me determine if its most likely that AA's answer has been fairly and reasonably given.*

*The first report, I'll refer to as T1, was compiled in June 2023. It concluded in favour of Mr F. Seemingly though, AA wasn't happy with the report and asked the engineer to review their findings. A report "T2" was then released about a week later. I can see Mr F's frustration in this respect. To him it must have felt like AA was just searching for an answer that suited it. But, from my removed perspective, I can understand why AA didn't find T1 compelling and asked for it to be revised.*

*The engineer in T1 was, in my view, somewhat unclear in his report. He noted the alternator issue and said it was "extremely hard" to tell if this was caused by the accident. He then went on to say: "I assume given evidence I had that it was the parts as stated it is an easy part to rectify to irrigate the noise". Now that sentence in and of itself makes little sense. The only conclusion which can be drawn from it I think is the engineer thinks AA should take liability for this issue because it could be easily rectified. The engineer had been instructed with a view to determining whether or not the accident had most likely caused the problem – but he didn't do that. Which means his report was incomplete. I note when AA asked for the report to be revised it was on the basis that the engineer offer his view in that respect.*

*I've considered T2. The engineer's comments are much clearer. The engineer says: "it's extremely hard to tell if the noise has occurred from the incident or not and I cannot categorically state whether this is related or not. However, on the bases of probability, a rear-end impact of this severity would not have caused the issue as described. In this case, I believe the issue, is coincidental not circumstance to the incident."*

*AA also sought a further engineer's opinion in August 2023. I'll refer to this report as A1. The engineer in A1 says the report is made based on an understanding of Mr F's car having sustained a light to moderate impact. The engineer states: "we would advise this would not be related to the damage sustained to the rear of the vehicle and feel this is coincidence this part has failed. Due to the mileage covered by the vehicle and age of the vehicle we would advise this is down to wear and tear."*

*I see that all three of these reports take into account the accident circumstances. I note that none of them concludes the accident likely caused the damage. With T2 and A1 both concluding its most unlikely that the impact/accident caused the damage.*

*I know that Mr F then, in September 2023, obtained a report from his local garage. I'll refer to it as U1. In considering U1, I bear in mind that it does not seem to have been compiled by a*

*motor engineer. It's not signed but, given its content it seems to have been put together by either a member of the service team or a mechanic. I must note that in considering complaints about what is most likely to have caused damage, the Financial Ombudsman Service usually finds reports from engineers to carry the most weight. That is because they are usually considered to be the most appropriately qualified persons, when compared to a mechanic or service team member, to offer views on that issue.*

*The author of U1 explains the garage has worked on Mr F's car before. The author references viewing footage provided by Mr F – but does not explain what that footage shows. Having stated those two facts, a simple conclusion is given that "it is likely the rumbling noise occurred as result of the rear collision". The author states that previous inspections of the car didn't highlight any potential issue with the alternator. Which I think is meant to imply it's felt to be unlikely to have suffered from wear and tear. But that isn't stated specifically and no detail is given of when any inspections took place or what form they took.*

*So in reviewing U1 it isn't clear if the author is aware of the specifics of the accident. And there's no real reasoning given as to why it's felt the noise was likely caused by that. Reviewing the footage only, accepting that is footage of Mr F driving the car before and after the incident as has been made available to this service and AA, seeing, or hearing that the car wasn't making a noise but then was, doesn't show the intervening circumstance of the accident caused that noise/problem. I also don't find the comment, which might be read to imply the issue was not caused by wear and tear, to be persuasive. As I've noted that comment is light on supporting detail.*

*All of which leads me to conclude I'm most persuaded by reports T2 and A1. They both took into account the accident circumstances and offered a clear expert opinion on whether or not the alternator had likely been damaged by the impact. Both reports found that was most unlikely to have happened. And I think those findings make sense in the context of what I set out at the start – that it doesn't seem logical for a light to moderate rear impact to the bumper, where no major body damage occurs, to cause damage to a part in the engine bay at the front of the car that, by its nature, is not likely to be affected by the car being forced to move whilst parked. Overall I find I'm most persuaded that AA answered Mr F's concern about the damaged alternator fairly and reasonably when it said it wasn't responsible for it because it most likely hadn't been caused by the accident.*

*I can see this has been very frustrating for Mr F, I don't doubt that not receiving promised call backs didn't help the situation. But I also see that AA accepted its service, on this occasion was poor. It offered £150. I think that was reasonable of it. I'm not sure if that's been paid to Mr F. If it hasn't, my final decision, should it remain the same, will likely require it to pay that sum. If it's been paid, I won't make any award in that respect."*

*In reply AA confirmed it had sent Mr F a cheque for £150 in August 2023. Mr F said he'd been let down by the insurance company's assessor and the Financial Ombudsman Service. He said labelling something as 'coincidental damage' was just a convenient way to avoid paying anything. Mr F maintained that his car did not have engine noise before the incident. He doesn't feel it would coincidentally just randomly occur after the accident whilst not being related to it.*

### **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 note AA's payment. I won't require it to pay this again.*

I absolutely understand from Mr F's point of view why he feels so strongly that the noise and the accident must be related. But the fact of something occurring at the same time as something else, does not, in itself, establish a causal link between the two things. Rather expert evidence has to be relied upon to determine whether or not it's most likely the one thing caused the other. Unfortunately for Mr F, here, the balance of the expert evidence, as I explained provisionally, shows it's not most likely the accident caused the engine noise (attributed to an issue with the alternator).

I'm sorry Mr F feels let down by the Financial Ombudsman Service. I appreciate it can be disappointing when a decision does not go in your favour. However, having reviewed the complaint and Mr F's reply to my provisional findings, I've seen no reason to change my view from that provisionally stated. I'm satisfied by my provisional findings. They, along with my comments here, are now the findings of this, my final decision.

### **My final decision**

I'm satisfied AA's answer on the alternator was fair and reasonable, as was its settlement of £150 for poor service. I'm not requiring it to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 January 2024.

Fiona Robinson  
**Ombudsman**