

## **The complaint**

Mr B complains about the service provided by Tradewise Insurance Company Limited after a claim made on his commercial motor insurance policy.

## **What happened**

Mr B called Tradewise for roadside recovery provided under his policy following a breakdown. He asked for a jump start for a flat battery. The agent tried to jump start the car, but this was unsuccessful. He wouldn't charge the battery. Tradewise said a recovery would mean call out charges would be applied.

Mr B charged the battery and was able to drive and lock his car. But the next morning it had been ransacked and items stolen. A mechanic told Mr B that after the battery died the fob should have been pressed a few times to recalibrate the locks. But the recovery agent hadn't told Mr B that.

Our investigator recommended that the complaint should be upheld. She thought it was unfair for Tradewise to require Mr B to specify that he wanted recovery when he made the call out. She thought Tradewise should have done more to help Mr B by recovering the car or charging the battery. She thought the agent should have told Mr B that he needed to recalibrate the locks. She thought Tradewise should cover the cost of the stolen property and pay Mr B £100 compensation.

Tradewise replied that the policy wouldn't cover the recovery as Mr B had already had two call outs under the policy. It said the policy didn't cover consequential losses. It asked for an ombudsman's review, so the complaint has come to me for a final 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.

I can understand that Mr B feels frustrated with the level of service provided by Tradewise. The attending roadside assistance agent came prepared to jump start the car. This didn't work, but it caused the windows to drop. The agent wouldn't charge the battery and Mr B was told that he'd have to pay for recovery. Instead, Mr B made his own arrangements, charged the battery, got the windows up and locked the car. But his car was ransacked as he hadn't known to recalibrate the locks.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that Mr B's policy covers two callouts for breakdowns a year, and these include flat batteries. Mr B had made one call out earlier in the policy year. So I think his call out for assistance was valid under the policy terms and conditions.

Mr B told the agent that he needed jump starting and the agent came prepared only for that. He wasn't prepared to then charge the battery after the jump start didn't succeed. I don't think it's reasonable to require Mr B to accurately diagnose the cause and solution to his breakdown. So I think Tradewise's agent should have done more to help him at this point. It could have charged the battery or recovered Mr B's car to a garage.

Tradewise said recovery was provided under the policy, but this should be requested during the initial call out. But I don't think this is a fair interpretation of the policy. The relevant wording on page 12 of the policy booklet states:

"Any recovery must take place at the same time as the initial Callout otherwise You will have to pay for subsequent Callout charges."

This doesn't say that the consumer needs to request a recovery in the initial callout, just that it needs to be part of the same callout.

I don't think it's reasonable to expect a consumer to know what level of assistance will be required before any attendance by the recovery agent.

The policy also states that the option of recovery is available if the agent is unable to make a roadside repair. I think this means that the recovery should have been provided to Mr B as part of his callout when the agent was unable to start the car.

Tradewise said it wasn't responsible for Mr B's losses after his car was ransacked for two reasons. Firstly, it said that the policy didn't cover unsecure vehicles or faults with electric windows. It said, secondly, that the policy didn't cover consequential losses.

But these losses only occurred because Tradewise's agent's efforts caused the car to be unlocked and because he didn't tell Mr B that he would need to recalibrate his car's locks. I think he should reasonably have told Mr B to do this.

So I think Mr B's losses are due to the agent's negligence and therefore Tradewise is responsible for them. And I think it should compensate Mr B for these losses.

I can see that Mr B was also unhappy with Tradewise's response to his complaint. But I'm unable to consider that as, under the rules that govern us, it's not a regulated activity.

### **Putting things right**

I think Tradewise should pay Mr B £100 compensation for the distress and inconvenience caused by its level of service. I also think it should cover the costs of replacements for his lost sunglasses and printer, upon provision of reasonable evidence of their costs.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require Tradewise Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 November 2020.

Phillip Berechree  
**Ombudsman**