

The complaint

Mr M complains U K Insurance Limited (UKI), trading as Natwest Insurance, are responsible for damage to his car when attending it under his roadside assistance insurance policy.

A number of other companies have been involved in this complaint, but as UKI are responsible for it, I've just referred to them in this decision.

What happened

In December 2020 Mr M unfortunately locked his keys in his car – so he called UKI to help him get access. In the process of this Mr M's window was broken, and he says UKI's technician never told him this was a possibility. So, he complained and asked them to pay for the window to be repaired.

UKI said to understand what'd happened, they spoke to the technician who attended Mr M's car. UKI said they were told the technician had warned Mr M there was a high risk of the window breaking because of the type of car he had – and that Mr M had told the technician after this to continue trying to get access. During this, unfortunately the window smashed. UKI said they referred to their internal engineer's, who confirmed there was a potential for the window to break – and it's standard practice to have told Mr M about this possibility in this situation. Because of that, they didn't agree to pay for the cost of the window as Mr M had asked.

Unhappy with this Mr M asked us to look into things – explaining he'd never been asked to sign a waiver to confirm he was happy to accept the possibility of the window breaking. We asked UKI to provide their file – which included the statement from the technician who attended Mr M's car. In addition to saying they'd explained the risks to Mr M of the window smashing, they asked about spare keys Mr M may have had. They said Mr M told them there was a spare car key in his house, but his house keys were attached to his car keys – which were inside the car.

Our investigator considered everything, but overall felt UKI weren't required to pay for a replacement window for Mr M. She said she was persuaded the technician had explained the window could break, and that Mr M still wanted them to try and get access to the car. She added that as Mr M had no other way of getting into his car or home, she wasn't sure what else could have been done in that situation, and she thought the waiver not being signed was due to the social distancing requirements rather than anything else. In addition, the policy terms didn't cover damage if it was caused by UKI when attempting to access someone's car.

Mr M didn't agree with our investigator. He maintained he wasn't told what would happen, and they should have given him a waiver to sign so if anything happened it wouldn't be their responsibility. Because of this the complaint's been 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.

I think it's helpful to explain that if UKI haven't applied the policy terms correctly, or if I think UKI haven't acted fairly then, under my fair and reasonable remit, I can require them to meet Mr M's claims. But, while I understand Mr M will be disappointed, for reasons I'll go on to explain I won't be requiring UKI to meet Mr M's costs for a replacement window.

The policy terms say UKI won't pay out for damage caused to Mr M's car if they try and get access to it. So, I'm satisfied they've acted correctly under the policy terms.

Mr M says he was never told it was possible the window could be smashed. The technician who attended Mr M's car said they did tell him this was a possibility, and he asked them to carry on.

As I wasn't present at the time, I need to decide what I think is more likely than not to have happened. To help me decide that, I've looked at the evidence we have been provided with. This includes a statement from the technician who attended Mr M's car. They've given an account which explains what they were doing, why this kind of damage could occur, and that they'd asked Mr M about continuing to try and get access. UKI also asked their internal engineer's department – who said this would have a possibility of damage to the window. And they said it's standard procedure to have told Mr M about this potential issue.

I'm persuaded by these pieces of information. It seems more likely than not that a technician attending a car where there is a real risk of damage would mention it to the car owner. I've also not seen anything to suggest the technician took the wrong approach trying to get into Mr M's car either which would have caused the damage incorrectly.

I note Mr M has pointed to no waiver being completed – which would absolve UKI of any responsibility. But I don't think the lack of a signed waiver means UKI did anything wrong based on the information I've seen.

Overall then, I'm persuaded by UKI's evidence it's more likely than not they did tell Mr M about the potential issues if they continued to try and get access to his car – and he agreed for them to keep trying. I've also not seen anything to suggest the technician acted incorrectly in trying to get access to the car. Because of these points, I won't be telling UKI to meet Mr M's costs.

My final decision

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 June 2021.

Jon Pearce
Ombudsman