

The complaint

Mr S has complained about the service he received during a claim he made on his roadside assistance policy with Liverpool Victoria Insurance Company Limited. Reference to Liverpool Victoria Insurance Company Limited (LV) includes its agents.

What happened

Mr S holds a roadside assistance policy with LV as a benefit of his bank account. When his car suffered a puncture on the motorway, he made a claim to LV for assistance.

Mr S explained that one of his passengers was vulnerable so he requested that his claim was prioritised. Mr S called for an update on where the patrol vehicle was and found out his request for his call out to be prioritised hadn't been actioned.

Approximately 90 minutes after Mr S reported the claim, the patrol vehicle arrived. Due to the location of his car, it couldn't be repaired at the side of the road. Mr S's car didn't have a spare tyre either. Mr S wanted his car to be repaired, but unfortunately the depot where his car was recovered to, didn't have a spare tyre either.

LV arranged for Mr S and his passengers to be returned home. It explained it couldn't arrange for the recovery agent to take them home, so it said it would arrange a courtesy car for Mr S to continue his journey home. The courtesy car couldn't be dropped off at the depot where Mr S's car was recovered to, so LV arranged for a taxi to pick up Mr S and his passengers to take him to the hire car depot.

Mr S said he had to wait around 45 minutes for the taxi to arrive, and then another 30 minutes at the hire car depot to get the car. He's said when he got the car it was dirty, too small and not an automatic as he'd requested.

Mr S complained to LV about the whole experience. He wasn't happy his request to be prioritised wasn't actioned and wasn't happy it took almost three and a half hours from when he made the claim to be given a courtesy car. And he's said the car he was provided with wasn't suitable and wasn't clean. He's said he wasn't provided any assistance with food or drink either.

LV looked into Mr S's complaint and offered to reimburse him £50 for what he'd spent on food or drink. It acknowledged it could have provided him a better service and updated him better. But it thought overall the timeframes were acceptable. It said it had provided the hire car agent feedback about the condition of the courtesy car. But it said it couldn't guarantee a courtesy car in the first place. And it said Mr S's policy limited him to a small car to get him and his family on their journey. LV offered Mr S £100 compensation, which it later increased to £150.

Mr S wasn't happy with LV's response and brought his complaint to us. One of our investigators looked into Mr S' complaint and didn't recommend it be upheld. She thought LV could have offered a better service. But she thought the £150 compensation it offered, in addition to offering to reimburse £50 for food and drink was a fair and reasonable offer.

Mr S disagreed, and also pointed out that he was charged by the hire car company. Our investigator let LV know of this charge. LV said it wasn't something they'd been made aware of before but agreed Mr S shouldn't have been charged it. So it arranged for this to be reimbursed.

Mr S remains unhappy overall. He thinks a fairer offer of compensation would be £500 and has asked for an ombudsman's opinion.

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 Mr S's complaint. I know this won't be the answer he's hoping for. I'll explain my reasoning.

Mr S's policy with LV is a roadside assistance policy. I need to consider whether or not LV did what it was required to do under the policy, and whether in doing so it caused any avoidable distress and inconvenience to Mr S.

Mr S's policy with LV says that if Mr S's vehicle breaks down and isn't able to be repaired at the side of the road it'll transport his vehicle, along with him and up to seven passengers to a place of repair. I'm satisfied LV did this. Mr S's car suffered a puncture and didn't have a spare tyre. And due to its location on the side of the motorway, any attempt at repair was deemed unsafe. Mr S's car was recovered to a repairer along with him and his passengers.

Mr S has said he wanted to get the car repaired there and then and be on his way home in his own vehicle. He's said LV didn't allow this to happen as it had already arranged the hire car for him. But I can't agree here. I think LV was open to this, but unfortunately the repairer didn't have a spare tyre either, so Mr S's car couldn't be repaired. Ultimately once recovered to a repairer, the repair of the car isn't covered by the policy, so I can't hold LV responsible for the repairer not having a spare type available.

But Mr S's policy does say if the fault or damage can't be repaired by the end of the day and if the breakdown occurred more than quarter of a mile from his home, then LV will arrange for Mr S and his passengers to be transported to a destination of his choice in the UK. I can see LV offered to transport Mr S and his family to a hotel, but Mr S was keen to get home so chose to return there.

Mr S's policy says he may be provided with a hire car (up to 1,600cc) for up to 48 hours. And I can see this is what happened. I appreciate Mr S wanted a larger car and an automatic, but this isn't something the policy provides for.

Overall, I think LV did what it said it would do and acted in line with Mr S's policy. But as it's already acknowledged, it could have provided a better service throughout the claim.

Mr S asked for his claim to be prioritised, and as far as I can tell, LV agreed to do so, but never actioned it. I can see why this would be extremely frustrating to Mr S, especially as breaking down on a motorway would be a stressful experience in itself. That said, the patrol car did arrive in around 90 minutes, and I don't think that's an unreasonable timeframe. Mr S's policy doesn't guarantee a timeframe in which he'll be seen in. And I've not seen any evidence to suggest there were unreasonable delays in getting a patrol car out to him, or that any patrol car could have been with him sooner had his request been correctly prioritised.

Mr S and his family then had to wait for a taxi to take him to the hire car depot. And again here I can understand how this would have added additional stress to the situation. But I don't think the wait of 45 minutes is unreasonable. And what's more I don't think that delay was within LV's control. I can't see it delayed requesting the taxi.

The taxi then took Mr S and his family to the hire car depot, which was very close to where his car suffered the puncture. Again, I can see how this added to his frustration, but I don't think LV did anything wrong or unfair here. At the time of the puncture it didn't know if Mr S and his family would need a hire car or whether they'd need transporting to another location such as a hotel. So as frustrating as it was to have been returned to very close to the location he broke down in, no closer to home and around three hours after making the claim, I don't think this was something that could have been avoided by LV. And ultimately it was, as set out above, acting in line with the policy.

Mr S and his family had to wait once more while at the hire car depot. So at this stage I can see how they'd be extremely tired, stressed and wanting to go home, especially as one of the passengers was vulnerable as Mr S had told LV. But I don't think the wait of around 30 minutes to get the hire car while at the depot is unreasonable, and as with the wait for the taxi, I don't think this was within LV's control. As explained above, I think the hire car was in line with the terms of the policy. But I can understand Mr S being unhappy with the condition of it, especially at the end of such a stressful experience. LV said they fed this back to the hire car provider, which is reasonable.

Breaking down is a stressful experience at any time. Breaking down on the side of the motorway, in the evening, on a long journey home is even more stressful. I have to consider the stress of the situation in context when determining whether or not I think LV have acted fairly or not. Undoubtedly here, LV has added to the stress of the situation. But I'm satisfied that what it has done to try and put that right for Mr S is fair and reasonable in all the circumstances of this complaint. It offered to refund Mr S £50 for food and drink – but as Mr S didn't spend anything on food and drink there was nothing to reimburse. It's refunded him what he was incorrectly charged by the hire company. Its offer of £150 compensation on top of this, I consider, a fair and reasonable offer.

My final decision

For the reasons set out above, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 June 2021.

Joe Thornley
Ombudsman