

## The complaint

Miss W complains about U K Insurance Limited's (UKI) handling of a claim under her roadside assistance policy.

## What happened

Whilst she was driving Miss W's vehicle broke down and she contacted UKI. When the technician arrived, she says no attempt was made to fix the problem. All that happened was for a recovery of the vehicle to be arranged. Miss W says her partner had to drive to collect her. He suffers from poor health and this caused distress and upset.

Miss W says UKI breached data protection rules by speaking to her partner regarding her policy.

She says she was unaware of an excess that applied to her policy. And the business wouldn't allow the recovery of her vehicle to be covered by her partner's policy, where no excess charge applied. Miss W says it also initially failed to locate her partner's policy.

UKI says its policy covers the vehicle. When it spoke to Miss W's partner it did so in line with the policy terms. These allow assistance to be provided to anyone who is with the vehicle. It says for Miss W's partner to try using his policy in these circumstances, to avoid paying an excess charge, is a misuse of the cover. It confirms Miss W's policy has a £40 excess.

UKI apologised that no attempt was made to repair Miss W's vehicle. It says some confusion may have occurred, as this was a second attempt to record a claim. And this may be why the job was sent as a recovery. It says a "*non-start fault*" may have been fixable with a temporary repair. But adds that it would always advise to get the root cause of electrical faults checked at a workshop. It paid Miss W £40 compensation by way of an apology.

Miss W wasn't satisfied with UKI's response and referred her complaint to our service. Our investigator didn't uphold the complaint. She thought the records showed an excess applied and had been charged correctly. She accepted the policy covered the vehicle, as opposed to Miss W. So, the business was able to speak to her partner. She felt the £40 compensation was reasonable to acknowledge the lack of an attempt to fix the fault at the roadside.

Miss W disagreed with this outcome and asked for an ombudsman to consider her complaint. It has been passed to me to decide.

I issued a provisional decision in January 2022 explaining that I was intending to partially uphold Miss W's complaint. Here's what I said:

### *provisional findings*

*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 my intention is to uphold Miss W's complaint in part. Let me explain.*

*Miss W's policy provides cover should her vehicle breakdown. I haven't seen a copy of her insurance schedule. But UKI has supplied a template schedule that provides the same cover as Miss W had in place. The business has supplied screenshots from its system that confirm the type of cover Miss W has. This shows a £40 excess is chargeable.*

*The policy booklet includes the following information relating to excess charges:*

*"Excess – the amount you have to pay towards the cost of assistance. You can find details of your excess in your breakdown schedule. You will need to pay this when you call us to ask for help with a breakdown."*

*Based on this, I think it's clear a £40 excess payment forms part of Miss W's policy. And this was payable in the circumstances described. I note Miss W's comment that she wasn't provided with policy documents to explain the excess. UKI says information relating to the policy was confirmed online when the policy was agreed. And in the policy documentation that was sent out.*

*I don't dispute Miss W's comments. But based on the information I have seen I think it's likely information about the excess charge was provided online when the policy was agreed and in the documentation that followed. If Miss W didn't receive this documentation, I think it's reasonable to expect that she would contact UKI to query this at an earlier juncture*

*The system records UKI has supplied show the type of cover Miss W had agreed. The policy provides cover linked to her vehicle. The business says assistance can be provided for anyone with that vehicle. The policy terms explain that roadside assistance can be provided to, "any authorised driver and authorised passengers in the vehicle at the time of the breakdown".*

*I understand Miss W's partner wasn't a passenger or driving the vehicle when it broke down. However, he did make a call to UKI where the recovery of her vehicle was arranged. As I understand it, he didn't strictly meet the definition of an authorised passenger/driver here. However, the policy does allow contact with persons other than the policyholder when a claim is made. I think it's clear Miss W agreed to these arrangements being made.*

*We aren't experts in relation to data protection. I don't think the events described had a detrimental impact or that it's been shown that personal information was disclosed. However, The Information Commissioners Office (ICO) deal with data protection matters. If Miss W remains concerned about this issue, she can contact the ICO to discuss this further.*

*The policy terms say that following a breakdown UKI will pay for roadside assistance. In its complaint response the business says it may have been possible to carry out a temporary repair of the vehicle. In this case its technician didn't attempt a repair. UKI says this happened because, "there seems to have been some confusion and the job was sent as a recovery".*

*Miss W can reasonably expect a temporary roadside repair to be attempted under the terms of her policy. Had this been done, it's possible she would have been able to drive herself home. I note UKI's comment that it would always advise this type of fault to be checked out at a workshop. But this would still have allowed the opportunity for Miss W to arrange this at her convenience. As it happened, her partner drove out to provide assistance and to drive her home. This was inconvenient and caused some distress due to his ill health.*

*Having considered all of this I think UKI acted reasonably when speaking with Miss W's partner and in relying on the policy terms when charging an excess fee. But I don't think UKI*

*treated Miss W fairly in not attempting a roadside repair. Had this happened the inconvenience and distress caused by the need to involve her partner could have been avoided. I agree with UKI that compensation is appropriate, but I think £125 is a fairer amount in the circumstances.*

I said I was intending to uphold this complaint against U K Insurance Limited in part and require it to:

- pay a total of £125 in compensation, minus any payment already made.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

UKI responded to say it accepted my provisional decision and had no further comment.

Miss W responded to say the business sent two recovery trucks, she says the first couldn't do anything as he was outside of his allowed time. She says this caused a significant delay waiting for another truck. Miss W also says that she works in insurance and is aware unless permission is given another person cannot use the policy. She also says they need to pass three data protection questions. Miss W says she is disabled with mobility issues and she was left vulnerable whilst waiting for the second truck.

### **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 have considered Miss W's comments relating to data protection. I said in my provisional decision that it's clear she agreed with her partner making arrangements on her behalf. I didn't think personal information had been shared – or that her partner's discussions with UKI had a detrimental impact. Miss W can contact the ICO if she remains concerned. But her further comments don't persuade me to alter my provisional decision.

Miss W says there were two recovery trucks that attended. One couldn't assist, which meant there was a delay while the next one arrived.

UKI describes some confusion as the job was initially sent as a recovery. This meant a roadside repair wasn't attempted. Another vehicle was then arranged to recover Miss W's car.

I don't dispute Miss W's account of events. This differs from the information UKI provided. But, in my provisional decision I acknowledged the lack of a repair attempt and the overall delay in the assistance provided to Miss W. Although I acknowledge her further comments and I accept this was a distressing experience for her - I still think a compensation payment for £125 is fair given the delays and issues described.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold in part Miss W's complaint and require U K Insurance Limited to:

- pay a total of £125 in compensation, minus any payment already made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 16 March 2022.

Mike Waldron  
**Ombudsman**