

## **The complaint**

Mrs A complains about Call Assist Ltd (CAL) and the service they provided when she called them to arrange recovery following a tyre blow out on her car.

## **What happened**

Mrs A held a breakdown policy that was purchased through a broker, who I'll refer to as "D", and handled by CAL. On 13 March 2022, Mrs A's tyre blew as she was driving on the motorway with her two children at around 5pm. So, she called CAL to make a claim on her policy.

But when she did, CAL were unable to find her policy details. So, Mrs A was told she'd need to pay the costs of the recovery upfront and reclaim this amount later. These costs were reimbursed.

CAL arranged for someone to attend Mrs A's car, to attempt a tyre replacement. But this couldn't be completed as Mrs A's space saver wasn't the correct size. So, CAL arranged for Mrs A to be towed to a place of safety, which was completed by around 7.30pm. But Mrs A asked to be recovered to her home address. And this wasn't completed until 3.30am the following morning and had to be completed using a taxi, with her car remaining at a service station. Mrs A was unhappy about this, so she raised a complaint.

Mrs A didn't think CAL had handled her claim fairly, as she thought a taxi could've been arranged much sooner. She explained how the situation had caused her stress and upset as a vulnerable woman with two young children. Mrs A was also unhappy with the fact her policy couldn't be found initially, as well as the communication she received when she attempted to raise a complaint. So, she wanted to be compensated for the above.

CAL responded and upheld Mrs A's complaint, paying her £50 to recognise the upset she'd been caused. But Mrs A thought this offer was made as a goodwill gesture, with further compensation due to be offered. And it wasn't. Mrs A remained unhappy, so she referred her complaint to us.

Our investigator looked into the complaint and upheld it. They thought CAL had acted fairly by reimbursing Mrs A the costs of the call out and that this fairly resolved the initial problem finding her policy. But they thought CAL had delayed Mrs A returning home by not arranging for another truck to transport her from a place of safety to her home address. Or, by arranging a taxi sooner when it became apparent one was unlikely to be found at the time. So, they recommended CAL pay Mrs A another £100 to recognise the inconvenience she was caused.

CAL accepted this recommendation. But Mrs A didn't. She didn't think the offer was enough to compensate her for the upset she was caused. She thought a taxi could've been arranged six hours before it was and that this, considered with the fact she herself has health issues and was alone with two children, meant the compensatory amount should be higher to reflect this. As Mrs A didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I think it would be useful for me to explain exactly what I've been able to consider. I recognise Mrs A has raised several concerns about the way CAL handled and responded to her complaint, after breakdown. But complaints handling is an unregulated activity and so, it's not something our service has the jurisdiction to decide upon. Because of this, I haven't thought about the way CAL handled Mrs A's complaint any further and it hasn't impacted the decision that I've reached.

What I have been able to consider is the service CAL provided when they handled Mrs A's breakdown claim, and whether I think this was fair.

It's not in dispute that, when Mrs A first called CAL, they were unable to locate her policy. And it's not in dispute that this was incorrect and Mrs A did have a live policy in place. So, I recognise the upset and confusion this would've caused Mrs A at the time. This meant Mrs A had to pay for the recovery costs upfront, which I appreciate would've been a significant unexpected expense.

But I can see that in the days after the breakdown, CAL located Mrs A's policy and reimbursed Mrs A the full amount she paid. And I've seen no evidence to show the initial financial outlay from Mrs A placed her in a position where she was unable to afford other bills and financial commitments. So, while I do think CAL made an error here, I think they've resolved this error in a fair and reasonable way. Because of this, I don't think they need to do anything more for this aspect of the complaint.

I've then thought about how CAL handled the recovery of Mrs A's car, after she agreed to cover the recovery costs. From what I can see, CAL have already accepted their service fell below a reasonable standard, as they have paid Mrs A £50 to recognise. While I appreciate Mrs A feels she was misled about this payment during the complaint process, I've already explained above that any issues about the complaint handling itself is unable to be considered. I note CAL have also accepted to pay Mrs A a further £100, following the recommendation of our investigator.

So, I don't think it's in dispute that CAL acted unfairly. And because of this, I don't intend to discuss this any further here. Instead, I've focused on what I believe to be the main area of dispute which is what CAL should do to put things right.

## **Putting things right**

I've considered the timeline of Mrs A's recovery at length, to understand where I think CAL created delays that could've been avoided.

I've seen that, following Mrs A's claim, CAL were able to send roadside assistance to Mrs A in around an hour. But this assistance was unable to fit a new tyre, as the space saver Mrs A had was the incorrect size for the car she had. I don't think it would be fair for me to hold CAL responsible for this, as they were unable to control the space saver Mrs A had available.

Once CAL were made aware of the failed repair, I can see they then turned to ensuring Mrs A was recovered to a place of safety as a priority. And this included finding, and arranging, for Mrs A's car to be towed. I appreciate this would've take some time to find and arrange and so, I think CAL acted reasonably by ensuring this was completed by around 7.30pm.

But from here, I think there were some delays that could've been avoided. I can see that CAL struggled to find a recovery truck that would be able to transport Mrs A back to her home address as she wished. While I must consider the fact CAL did offer alternative accommodation for the night and Mrs A chose not to use this, I do think a taxi could've been arranged sooner than around 1.30am.

Factoring in a reasonable amount of time CAL would've needed to find a recovery service that would complete this journey and the fact it was a Sunday evening so outside of what would be considered standard call out hours, I think Mrs A was unreasonably delayed by around 4 to 5 hours.

Our investigator recommended CAL pay Mrs A an additional £100, taking the total compensation received to £150, to recognise this delay. And I think this additional payment is a fair one, that falls in line with what I would've directed, had it not already been made.

I think it fairly considers the upset and inconvenience Mrs A would've been caused due to the time delay, as well as the worry she would've felt for the safety of her two children throughout this. But I think it also factors in the fact it was the incorrect space saver that led to the failed repair. And, that CAL recovered Mrs A to a place of relative safety within a relatively short period of time, considering the time of day and location. So, because of the above, I think CAL should pay Mrs A an additional £100.

I understand this isn't the outcome Mrs A was hoping for. And I want to reassure her I've considered all of the comments she's made and my decision is in no way intended to disregard the obvious upset she's been caused by the situation. But I think the additional £100 is a fair one that falls in line with our service's usual approach in this situation, while also factoring in her individual circumstances at the time.

### **My final decision**

For the reasons outlined above, I uphold Mrs A's complaint about Call Assist Ltd and I direct them to take the following action:

- Pay Mrs A an additional £100 to recognise the upset and inconvenience she was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 28 September 2022.

Josh Haskey  
**Ombudsman**