

The complaint

Mr W complains that Royal & Sun Alliance Insurance Limited ("RSA") is responsible for poor service in connection with a breakdown insurance policy.

Where I refer to RSA, I refer to the above-named insurance company and I include roadside assistance providers, complaints-handlers and others insofar as I hold RSA responsible for their acts or omissions.

What happened

Mr W is (or was in late 2021 and early 2022) a vehicle technician. Mr W had a small electric car with an automatic transmission. He had the car covered on a group breakdown policy. RSA was the insurance company responsible for dealing with any claim.

On a Sunday in late October 2021, Mr W was on his way to see family. He was in a car park about a mile from his home when, unfortunately, his car wouldn't start. He tried to start the car, but he diagnosed that a small battery had failed, so he couldn't get the rear wheels to roll. In the early afternoon, he called for help under the policy.

RSA sent a succession of three different recovery vehicles over many hours, but RSA didn't recover Mr W's car.

The next day Mr W bought a replacement battery, fixed the car and drove it home.

He complained to RSA that it had given him poor service and that it had damaged a jacking point of his car.

By a letter dated late December 2021, RSA said it couldn't send a final response, but Mr W had the right to bring his complaint to us. At around the same time, RSA offered £50.00 compensation and £25.00 for the damaged jacking point.

Mr W brought his complaint to us in early January 2022.

Our investigator recommended that the complaint should be upheld. He thought that RSA's compensation offer didn't reflect the distress and inconvenience Mr W had suffered. He recommended that RSA should:

1. pay Mr W £25.00 to cover the cost of the damaged jacking point; and
2. increase the compensation for distress and inconvenience to £150.00.

Mr W agreed with the investigator's opinion.

RSA didn't respond to the investigator's opinion. So the investigator asked for an ombudsman to review the complaint.

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.

Mr W told RSA his car's rear wheels wouldn't roll so it needed a recovery vehicle that could lift it rather than drag it. Yet RSA sent a van, followed later by a slide-back vehicle.

I accept Mr W's statement that the second recovery attempt unnecessarily damaged a jacking point. I accept that Mr W was concerned that dragging the car onto the recovery vehicle might damage the car's transmission.

When the second recovery vehicle left, Mr W had been waiting in the cold and wet well into the evening. So he went home.

After 10 o'clock that Sunday evening, RSA arranged to meet Mr W in the car park with another recovery vehicle. But – rather than a vehicle capable of lifting the car – the recovery vehicle was a second slide-back vehicle. So Mr W again left his car and went home.

I accept Mr W's statement that he took the Monday day off work to source a new battery, tools and equipment, and to fix his car in the car park. But I doubt he would've been able to do all that on the Sunday afternoon at home if RSA had recovered his car.

Mr W has said that he took a day's annual leave on the Monday. But he has told us that he rang RSA at about 11:00 that morning to say that he had fixed and recovered the car. So I find it likely that he had the afternoon free.

RSA later tried to put things right with its offer.

Putting things right

RSA offered £25.00 for the damaged jacking point. So, notwithstanding that Mr W told us that a replacement part would cost about £16.00, I find it fair and reasonable to direct RSA to pay £25.00 compensation for that.

RSA also offered compensation for distress and inconvenience. But I'm not satisfied that this went far enough.

I keep in mind the duration and repetition of the delays in cold and wet weather. I conclude that RSA should pay Mr W (insofar as it hasn't already paid him) £150.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Royal & Sun Alliance Insurance Limited to pay Mr W:

1. £25.00 for the damage to his car's jacking point; and
2. (insofar as it hasn't already paid him) £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 November 2022.

Christopher Gilbert
Ombudsman