

The complaint

Miss R complains Building Block Insurance PCC Ltd (BBI) caused damage to the spare tyre locking mechanism in the boot of her car.

There are several parties and representatives of BBI involved throughout the complaint but for the purposes of this complaint I'm only going to refer to BBI.

What happened

Miss R made an assistance call out claim on her roadside assistance policy when she had a blow out with a tyre on her car.

BBI's approved roadside assistance contractor attended and fitted the spare tyre that was in the boot of Miss R's car. The damaged tyre was put back in the boot of the car.

Later the same day Miss R went to buy a new tyre and have it fitted. When the mechanic at the garage looked in the boot found the damaged tyre had been put into the boot but it had not been secured because the spare tyre locking mechanism was broken and so it could not be secured correctly.

Miss R said this was not broken prior to the spare tyre being removed. She contacted the approved roadside assistance contractor as she thought it had been damaged when her tyre was changed earlier in the day. She said it should pay for it repairing.

BBI said no damage was caused during the assistance call out by its contractor.

As Miss R was not happy with BBI, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said as there is no clear evidence as to who caused the damage, BBI should pay 50% of the cost of the repair.

As BBI is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 looked at the evidence provided from the roadside assistance contractor's report and found it had limited information. It stated only the date and time of attendance and the fault was a flat tyre and there was a spare.

It was in the middle of the covid 19 lockdown situation when the roadside assistance was requested by Miss R. BBI's roadside assistance contractor was not obtaining signatures from customers as it was operating a contactless process. Therefore there was no signature

obtained from Miss R that confirms she was happy the tyre change was completed to an acceptable standard.

Miss R said she was not aware there was a problem with the locking mechanism in the boot until the mechanic at the tyre garage told her.

Miss R complained to BBI's roadside assistance contractor in June 2021 straight after the issue was found. I saw evidence of multiple emails to the contractor from Miss R and she said she also made multiple phone calls but was told each time that she had to email in.

In early 2022 Miss R contacted BBI. It said its contractor said no damage was caused when it attended to put the spare tyre on. It said its contractor had told Miss R this when she made the complaint to them.

Miss R said the roadside assistance contractor had never denied to her that it had not caused damage – it just kept asking her to email in her complaint which she did – multiple times.

I saw in the evidence provided by Miss R, that the roadside assistance contractor did respond to some emails and saw in an email sent to Miss R in July 2021 it said *no unusual occurrences happened during the assistance*. And in addition it said *it was not uncommon for a garage to throw accusations whenever they encounter or cause issue*. This was not supported by any evidence. In this email it told her to contact her breakdown provider to raise her concerns.

To support her complaint Miss R tried to obtain a testimony from the mechanic at the tyre garage, but he was no longer employed there. The garage said it was unable to give a testimony as only the specific mechanic witnessed it. I have seen evidence that Miss R has tried to contact the mechanic directly but without success.

Miss R also provided a testimony from her friend who was present when the roadside recovery contractor fitted the spare tyre and also when the car went to the tyre garage. He said nothing was damaged at the beginning. He said he had kept a distance whilst the work was going on to change the tyre because of the covid 19 restrictions that were in place at the time.

BBI have confirmed that an independent assessment was not carried out on the damage at the time of the complaint and will not be now due to time passed.

As there are limited call out notes, no explanation as to why the burst tyre wasn't fitted back into the boot securely, and BBI failed to conduct an independent assessment of the damage when Miss R made her complaint in June 2021, I am not convinced the locking mechanism in the boot wasn't broken by its contractor at the roadside .

I have seen that a written quotation for the work to supply and fit the broken locking mechanism was obtained by Miss R in January 2023. The total cost being £114.84.

I cannot be certain beyond reasonable doubt from the evidence provided by both Miss R and BBI as to when the damage occurred. So I think the fair and reasonable outcome in this case is that BBI pay half the cost of the invoice to supply and fit a new locking mechanism.

Therefore, I uphold Miss R's complaint and require BBI to pay half the cost to replace and fit a new locking mechanism part in the boot of her car.

My final decision

For the reasons I have given I uphold this complaint.

I require Building Block Insurance PCC Ltd to pay Miss R half of the cost to replace and fit a new locking mechanism part in the boot of her car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 7 April 2023.

Sally-Ann Harding
Ombudsman