

The complaint

Miss D complains about the service she received from U K Insurance Limited (UKI) in connection with a roadside assistance policy.

Any reference to UKI includes the actions of its agents.

What happened

The circumstances of this complaint are known to both parties, so I've summarised what's happened.

- Miss D has a roadside assistance policy which is underwritten by UKI.
- On 6 January 2023, she contacted the roadside assistance provider when her vehicle broke down. A recovery vehicle collected her car and Miss D was advised her vehicle would be taken to a garage the following day.
- Her vehicle, however, didn't arrive at the garage until 12 January 2023. In the intervening period Miss D spent time contacting UKI to find out what was happening and when she could expect her car to arrive.
- Unhappy with how her claim had been handled, Miss D complained to UKI.
- UKI apologised for the delay in delivering her vehicle to the destination garage. It said the delay was due to high volumes of priority customers needing its assistance. It recognised it could have handled the claim better and sent Miss D a cheque for £300.
- Miss D has said the amount of compensation doesn't reflect the problems she experienced, and she said UKI hadn't provided an explanation as to why her car travelled a different route to the one expected. She said this caused her to worry about her car being used improperly.
- So, she brought a complaint to this Service. An Investigator considered it and said he agreed the amount of compensation was fair and that UKI should reissue the cheque. He said UKI also needed to provide an explanation as to whereabouts of Miss D's car on 12 January 2023.
- In response, UKI explained Miss D's car was on the back of a delivery truck with another vehicle which was being delivered to another location first, and that's why a different route was taken to the one she expected to see on her vehicle's tracking system.
- Our Investigator was satisfied with UKI's response, but Miss D remained unhappy and so, the complaint has been passed to me for an Ombudsman's 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.

UKI has accepted there were delays in delivering Miss D's car to the garage and that its communication fell short during the time her car was in its possession.

UKI has said the delays were due to there being a high demand for its services at the time, and that it had prioritised higher risk customers. Whilst I consider its explanation to be reasonable, UKI's lack of communication and failure to provide reliable updates exacerbated what was a stressful situation for Miss D.

Understandably being without her car was frustrating and inconvenient, and whilst UKI isn't responsible for the breakdown of her vehicle, it could have mitigated the situation by providing helpful and reliable updates.

I must keep in mind when deciding whether the amount of compensation is fair is that the inconvenience and frustration Miss D experienced was limited to a relatively short period of less than one week. So, whilst I don't doubt she was troubled by the situation I'm satisfied the amount of compensation UKI has offered is fair in the circumstances and I won't be asking it to increase it.

Vehicle's location

Part of Miss D's complaint to UKI was that she felt it hadn't provided an explanation as to the whereabouts of her car and why it had travelled a particular route on 12 January 2023. Our Investigator agreed UKI had failed to address this point, and said it needed to give a more detailed explanation – which it subsequently did.

Miss D has asked this Service to verify UKI's explanation by obtaining proof her car wasn't left unattended or taken anywhere it shouldn't have been. But I'm not satisfied I need this information to reach a fair decision.

I understand Miss D has concerns about whether the security of her car has been compromised but she hasn't provided evidence to show this *has* happened. Nor have I been provided with evidence which shows her car was damaged or mishandled whilst in transit. So, even if it did take a route to the destination garage which wasn't direct, I'm not persuaded there's been any consequences as a result, and I wouldn't make a direction about things that *could* have happened.

Whilst it's disappointing UKI wasn't forthcoming with an explanation about the route Miss D's car took when she originally asked for it, having read its account of what happened, I'm satisfied it's given a reasonable explanation as to why a different route was taken. And so, I won't be asking it to do anything further in respect of this.

Summary

In summary, UKI offered £300 compensation and I think that's a fair resolution alongside the steps it's taken after the Investigator's view. I understand the cheque it issued previously will now have expired, and so my decision is that it needs to pay this compensation by reissuing the cheque or paying via another method.

My final decision

My final decision is that I uphold this complaint and direct UK Insurance Limited to pay £300 either by reissuing the cheque or paying via another method.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 6 September 2023.

Nicola Beakhust
Ombudsman