

## **The complaint**

Mrs K complains that Astrenska Insurance Limited (“Astrenska”) provided poor service and damaged her car during a claim under her roadside recovery insurance policy. When I mention Astrenska I also mean its recovery agents and suppliers.

Mrs K is represented in her complaint, but for ease I’ll refer to her throughout.

## **What happened**

Mrs K had a roadside recovery insurance policy with Astrenska covering her car.

She was travelling in Europe in September 2022 when her car broke down.

Astrenska recovered her vehicle and returned it to the UK. It arrived back in November 2022.

When it was delivered back to Mrs K’s repairer in the UK, the keys weren’t present and no paperwork was with the car.

Mrs K complained and suggested that the police would need to be involved. The keys arrived in the post the following day.

The car also had damage to the bonnet that Mrs K said wasn’t on the car before it was recovered.

Astrenska upheld part of her complaint. It said its service delivering the car back to her wasn’t good enough and it paid her £150 compensation. But it said it hadn’t caused the damage to the bonnet.

Mrs K remained unhappy and brought her complaint to this service. She asks that Astrenska pays for the damage to the bonnet to be repaired. She provided quotations for this and said it was likely to cost between about £1,000 and £1,700. She also found a picture of the car shortly before the breakdown happened.

Our investigator looked into her complaint and upheld it. She thought Astrenska should also pay an extra £100 compensation, plus the amount to get the damage fixed.

Mrs K accepted the view. Astrenska agreed it would pay £250 compensation in total, but it didn’t agree it should pay for the repairs. It asked that the complaint was reviewed by an ombudsman, so it’s been passed to me to make a final 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 looked at the evidence, I’m upholding Mrs K’s complaint.

I can see that both Astrenska and Mrs K have accepted the increased compensation of £250

for her distress and inconvenience, so it seems to me what remains is for me to consider the damage to the car.

I can see from the file that the recovery of Mrs K's car from Europe was a lengthy process, involving different recovery companies and repairers. All of these were working on Astrenska's behalf in providing the service to repatriate Mrs K's car to her.

Mrs K bought her car shortly before her trip overseas. She's been able to provide one photo of her car which is dated two weeks before the breakdown and I can see that there doesn't seem to be a dent in the location under scrutiny.

She has also sent photos of the damage taken at the repairer in the UK it was taken to following recovery, and I can see there's a dent and scratches in the bonnet. The colour of the car make it quite difficult to make out the damage clearly, but Mrs K has also recently supplied a video making it much more obvious.

It's Astrenska's position that the damage was pre-existing in some way. It doesn't think it caused it.

In later correspondence Astrenska points out that it had a signed document stating that there was no damage on that area of the car when it was recovered back to Mrs K's garage. Mrs K has refuted this, providing evidence that the signed document showed a different signature to hers.

I've looked closely at this document. There is a section where damaged areas can be indicated on a diagram and I can see that it shows no damage to the bonnet. Other areas of damage on the car are clearly marked.

The document also has photos attached, which show the areas of damage marked on the diagram I've just mentioned. I think it's important that I say the photos on the document seem to have been taken at two different places. The existing damage photos are with the car on a recovery trailer; and the one showing the dent seems to be in a holding area.

It has one photo of the relevant area of the bonnet which seems to have been taken in the holding areas and I can see there's an area that seems to be dented, with a line leading upwards towards the windscreen from it.

In its final response to Mrs K, Astrenska said:

*"I find no demonstrable fault with the actions taken by our agent on the occasion of your vehicle's recovery, which appear to have been in line with standard industry operating procedures and best practice throughout."*

I can see our investigator asked for similar photos taken in Europe by Astrenska's recovery partners, but none were available. I'd have thought best practice would mean that photos were taken at every stage of the process for situations similar to this one.

Taking everything into account, on the evidence I have I think it's reasonable I say that the damage to the bonnet happened while it was in Astrenska's care.

So I think the fair and reasonable thing is that Astrenska pays for the repairs to be carried out. I'd ask that the parties now liaise to make this happen in an appropriate way.

### **My final decision**

It's my final decision that I uphold this complaint. I direct Astrenska Insurance Limited to pay Mrs K:

- £250 compensation for her distress and inconvenience, and
- For the repairs to her bonnet.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 30 October 2023.

Richard Sowden  
**Ombudsman**