

The complaint

Miss F complains about the way Astrenska Insurance Limited dealt with a claim on her roadside assistance insurance policy and that it refused to pay for damage caused to her car.

Where I refer to Astrenska, this includes its agents and claims handlers acting on its behalf.

What happened

Miss F had a problem with one of the tyres on her car. Her brother attempted to help her replace it without success, so she called Astrenska who arranged for someone to attend. She says the mechanic removed the damaged tyre but when trying to put the replacement tyre on, he damaged the wheel. It wasn't then possible to put the spare tyre on safely.

Astrenska said it would arrange for a recovery vehicle to attend but her chosen destination was some distance away. Astrenska found it difficult to arrange the recovery and Miss F decided to stay in a local hotel. Recovery of her car was then arranged the following day.

Miss F complained about the delays she'd experienced and said she had to pay for repairs due to the damage caused to the wheel at a cost of £421.69.

Astrenska said some of the delays were beyond its control but accepted Miss F had suffered unacceptable delays and paid compensation of £20. It didn't accept any responsibility for the damage and said this was already present when the mechanic arrived at the scene.

When Miss F referred the complaint to this service our investigator thought it should be upheld. He said

- Astrenska wasn't responsible for all of the delay and had dealt with the claim in line with the policy terms; and
- it was reasonable for Astrenska to consider Miss F was in a safe location; but
- it was likely the damage to the car had been caused during the attempted repairs and Miss F should be reimbursed for the costs relating to this, together with an additional £100 compensation for the distress caused to her.

Astrenska disagreed and said the evidence from its agents showed the damage happened before they attended but the investigator didn't change his view. So Astrenska has requested 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.

I've decided to uphold the complaint for the following reasons:

- The policy provided cover for repairs to be carried out and where that wasn't possible, for Miss F and her car to be taken home or, if she preferred, to her original

destination. It also covered the cost of alternative transport and accommodation up to certain limits.

- Astrenska arranged for someone to attend. When they couldn't repair the car it agreed to cover the cost of overnight accommodation and for Miss F and her car to be taken home the next day. This was in line with the policy terms.
- There were delays but some of this was due to difficulties finding a recovery agent and there were issues outside its control.
- The key issue in dispute concerns the damage to the car.
- Astrenska refers to a report which it says is evidence the damage was already there when the mechanic attended, and says this was signed by Miss F. Miss F did sign the form, but that was the following day. The report is used to show the condition of the car before it is towed away; Miss F signed to confirm what damage was present on the vehicle and that it arrived at its destination in the same condition. So that doesn't confirm when the damage was caused, other than that it was before the car was taken away.
- Miss F has provided a detailed account of what happened. She says the mechanic spent a long time trying to get the spare wheel on the car and damaged the nuts and bolts during this process. Her account is supported by her brother. I appreciate Astrenska disputes this, but I note the report that the wheel was damaged and that recovery would be needed was logged on its system some time after the mechanic attended. It started arranging the recovery over an hour after the mechanic had arrived.
- This is consistent with what Miss F says. If the damage had already present, I'd expect that to have been reported quickly and steps taken to arrange recovery sooner.
- I can't be sure what caused the damage and there is a conflict of evidence about this. But as I've said, Miss F gave a detailed explanation, which is consistent with the evidence from her brother and the information in Astrenska's notes. On balance I think it's more likely the damage happened in the way she describes.
- If that's the case, she shouldn't be left out of pocket, so it's fair that Astrenska should reimburse the cost she incurred to put that right. As she's been without the use of that money, interest should be added.
- I also agree this added to the distress Miss F experienced in what was already a difficult situation and that the additional compensation of £100 is reasonable to acknowledge this.

My final decision

I uphold the complaint and direct Astrenska Insurance Limited to pay to Miss F

- £421.69 for the cost of the repairs, together with simple interest* at 8% per year from the date she paid those costs to the date of settlement; and
- £100 for the distress and inconvenience caused to her.

*If Astrenska Insurance Limited considers that it's required by HM Revenue & Customs to

deduct income tax from that interest, it should tell Miss F how much it's taken off. It should also give Miss F a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 2 October 2023.

Peter Whiteley
Ombudsman