

The complaint

Mr W complains that U K Insurance Limited (UKI) didn't provide the option of a courtesy vehicle and declined to recover his vehicle to a second garage, under his roadside assistance policy.

What happened

Mr W's vehicle suffered a breakdown. He contacted UKI and it arranged for him and his vehicle to be recovered to a garage of his choice, which was around 17 miles from where the breakdown occurred. The problem was found to be with his clutch. Mr W found a garage that could repair the fault at a lower cost to the garage his vehicle was recovered to. He says UKI refused to take his vehicle to this garage.

Mr W says a courtesy vehicle should've been offered to him. He says this is provided for by his policy. He says he was left stranded at the garage his vehicle was recovered to. Only when he complained was a courtesy vehicle offered – but he says by then it was too late.

In its final complaint response UKI says Mr W was provided with a repair quote by the garage his vehicle was recovered to. He decided to contact another garage. It told him the parts could be sourced for £400 less. UKI says it declined to recover Mr W's vehicle to the second garage when he requested this. It says this isn't something its policy covers.

In its response UKI says it would only offer a hire car if the garage was within 10 miles. But as the garage Mr W chose was 17 miles away he wasn't entitled to a hire car. As a gesture of goodwill, it offered a hire car for a period of 72 hours. It says this was rejected by Mr W who requested compensation instead.

Mr W didn't think UKI had treated him fairly and referred the matter to our service. Our investigator upheld his complaint. He didn't think it was fair that UKI refused to provide a hire car due to the recovery distance to the garage. He says the consequence of recovering to Mr W's chosen garage wasn't made clear. To put this right, he says UKI should reimburse Mr W for three days' worth of the hire car costs he incurred.

UKI didn't accept our investigators findings. As an agreement couldn't be reached the complaint has been passed to me to decide.

I issued a provisional decision in January 2024 explaining that I was intending to not uphold Mr W's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

My intention is to not uphold Mr W's complaint. I'm sorry to disappoint him but I will explain why I think my decision is fair.

Mr W chose the "Premium UK" option for his roadside assistance policy with UKI. This includes "Optional Extras" as an add-on to the standard cover provided under the "Roadside & Recovery" plan. Mr W's policy booklet sets out the following information:

"Extra care: Driver care:

If your vehicle can't be repaired locally on the same day, or if the vehicle has been stolen and is not recovered in a roadworthy condition, we will arrange and pay for one of the following four onward travel options at your request, subject to availability.

- Transportation of you, your vehicle and your passengers to a single destination of your choice.*
- A hire car for up to 72 hours and a maximum of £100 to complete your journey. We can make it as similar to your own car as possible, with a maximum engine size of 2.0 litres. Hire cars that have a tow bar are subject to availability.*
- We'll cover up to a total of £100 for you and your passengers to continue your journey, or make your own way home using our choice of alternative transport.*
- Bed and breakfast accommodation for up to five nights in a local hotel whilst awaiting repairs, provided you broke down more than twenty-five miles from your home and intended destination, up to £100 per insured person, and a maximum of £600 per breakdown.*

If necessary, we will also pay for one single standard class rail ticket for you or any authorised driver to collect your vehicle following repair, up to a limit of £150. This is in addition to one of the above."

Mr W chose for him and his vehicle to be recovered to a garage of his choice that was 17 miles away. The terms say that UKI will arrange and pay for one of the four options. So, it acted according to the policy terms when recovering Mr W and his vehicle to a destination of his choice. There is no option to request a hire car as well as recovery to a single destination. UKI offered a hire car as a gesture of goodwill. But I can't see that Mr W's policy requires this.

I've thought about Mr W's request that UKI recover his vehicle to a second garage. This was because the second garage had quoted a cheaper price to complete the repairs. I can understand why Mr W was disappointed when UKI declined to facilitate this. But he doesn't have cover in place for this eventuality.

I've looked at the terms Mr W highlights entitled, "Dual Recovery" and "Double drop-off". These terms don't apply in the circumstances of his breakdown. They relate to a breakdown when towing, and when travelling to a camp site. They don't provide for a second recovery to another garage as Mr W had requested.

The Recovery and Roadside Assistance sections of Mr W's policy booklet limit the recovery of a vehicle to a garage of UKI's choice, or a garage within ten miles of the breakdown. The benefit Mr W obtained by having, "Optional Extras" is that his recovery wasn't limited to within ten miles of his breakdown. This meant both he and his vehicle could be recovered to the garage of his choice that was 17 miles from the breakdown location.

I acknowledge Mr W's comments that it would be strange to provide him with a hire car but to leave his broken-down vehicle where it is was. He says this is what the policy terms indicate if he could only choose one of the options. However, I note that in the event of his vehicle being stolen – the option of a hire vehicle would make sense. So, although I understand his disappointment that a hire car wasn't initially offered – I don't think his policy provides cover for this.

I think UKI's final complaint response could've been worded more clearly. But complaint handling isn't, in itself, a regulated activity, so I can't comment further on this point.

Having considered all of this I don't think UKI treated Mr W unfairly when relying on its policy terms and recovering his vehicle to the garage he chose. There was no cover for a further recovery to a second garage or for the provision of a hire car. So, I can't reasonably ask UKI to do anymore here.

I said I was intending to not uphold Mr W's complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr W responded to say he doesn't agree with the decision and requested to see what UKI had said when it disagreed with our investigator's view. We provided the information requested. Mr W contacted us several more times to express his dissatisfaction with my provisional decision. But he hasn't set out a clear argument to explain why he disagrees, and he hasn't provided any further information of relevance for me to consider.

UKI didn't respond with any further comments or information for me to consider.

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.

As neither party has made any further submissions that warrant a change to my provisional decision, I see no reason to change my findings.

So, although I'm sorry to disappoint Mr W, my final decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 March 2024.

Mike Waldron
Ombudsman