

The complaint

Mr W complains that Astrenska Insurance Limited (“Astrenska”) have charged him for the use of specialist equipment when recovering his car under his roadside assistance policy.

What happened

Mr W says the battery of his car was flat so, as the parking brake release and gearbox are electrically operated, the wheels couldn’t be released without connecting a temporary battery feed. Mr W called Astrenska and made a claim under his policy, and they sent a roadside operator. Mr W says it was agreed that recovery should wait until the following morning by which time the local garage would’ve reopened to receive Mr W’s car. Mr W says it was evident that it would be necessary for the recovery truck to have a battery pack onboard so that the electrical parking brake could be released, and the gearbox placed in neutral to facilitate the winching of the car on to the recovery truck. Mr W says the roadside operator confirmed that the recovery truck would have such a battery pack available.

Mr W says he then called Astrenska the following morning to organise the recovery. A recovery operator attended but they didn’t think that their battery pack was sufficiently charged – and this proved to be the case when they connected it. Mr W says the recovery operator then placed skates under the wheels of his car and then winched the car on to the recovery truck. Mr W says, on arrival at the garage, they provided a battery pack which was used to start the engine, and a staff member then reversed the car off the recovery truck. Mr W says he then received a telephone call from Astrenska asking for payment for the use of the skates in the sum of £247.50. Mr W complained as he felt the need for the skates was down to the fact that the recovery truck didn’t have a suitably charged battery pack onboard.

Astrenska responded and explained Mr W called them to report a breakdown due to his car cutting out and not starting. They said a roadside operator attended but they couldn’t assist due to there being an alternator fault. Astrenska said a recovery operator then attended the following day and found that, due to the fault with Mr W’s car, specialist equipment was required to load the car on to the recovery truck. They said this included two sets of skates and winching. Astrenska said the use of specialist equipment isn’t covered by the policy, and Mr W was informed that he would be required to pay for the use of the specialist equipment and given an estimate of the fee. Astrenska said, due to the nature of roadside assistance, it isn’t always possible for technicians to carry diagnostic equipment.

After considering all of the evidence, I issued a provisional decision on this complaint to Mr W and Astrenska on 13 March 2024. In my provisional decision I said as follows:

“My starting point is Mr W’s roadside assistance policy booklet. This sets out the terms and conditions and, under the section ‘General Exclusions’, it says Astrenska won’t pay for claims arising from or associated with “Costs incurred in respect of specialist equipment, additional manpower and/or recovery vehicles.” Mr W acknowledges the use of specialist equipment was required here to enable his car to be loaded on to the recovery truck. But his complaint is that this requirement arose entirely due to there not being a suitably charged battery pack on the recovery truck. Mr W says, had this been available, this would’ve allowed the handbrake in his car to

be released which would've meant the skates would've been unnecessary. So, I've looked into this to see whether there were any errors on the part of Astrenska which made it necessary to then use the specialist equipment.

The roadside report for the first attendance shows that the roadside operator found a fault with the alternator, and noted the issue as "alternator not working..." The recovery report for the second attendance notes the issue as Mr W's car, "Cut out won't start". Case notes provided by Astrenska show the recovery operator reported the problem to Astrenska and said, "The car's alternator is not charging, battery is flat – handbrake is on and the car is stuck in park – please authorise 4 skates and winching for us to do the recovery." Astrenska say, they can't guarantee that a recovery operator is going to be able to fix any fault at the roadside. They say an alternator fault and battery issue are not necessarily linked and, upon the recovery operator looking into the fault, they believed it to be a fault with the alternator and that a jump start wouldn't have helped, so a recovery was necessary. Astrenska say therefore, the battery itself wasn't the issue which was preventing Mr W's car from being moved.

Mr W says a battery pack is normal equipment carried by roadside assistance mechanics to jump start a vehicle that is stranded due to its dead battery. Mr W says his car battery was completely flat due to the fact that the charging system had failed. He says the roadside mechanic was able to establish this by connecting his battery pack and jump starting the engine of Mr W's car and then taking electrical readings with his test equipment. Mr W says the roadside mechanic said Mr W's car would need to be recovered to a garage on one of their transporter recovery vehicles and that he should make arrangements for such a vehicle to be despatched.

Mr W says a key part of his complaint is that he asked the roadside mechanic to confirm that the transporter recovery vehicle that would be arriving would have a suitably charged battery pack on board – and he confirmed it would. Mr W says the recovery operator who then arrived the following day confirmed that, whilst his transporter vehicle had such a battery pack onboard, it was insufficiently charged to attempt a jump-start to facilitate the loading of Mr W's car on to the transporter. Mr W says, to resolve this issue, it was the recovery operator's choice to use the skates and not Mr W's.

Mr W says, there were two possibilities here. The first is that if the car's electrics were powered up, this would've enabled the electric parking brake to be released and the gearbox placed in neutral enabling the car to be winched on to the transporter. Alternatively, the recovery operator could've taken the same approach taken by the garage when they delivered the car. In this case, the garage connected their jumper battery, started the engine and they then drove the car off the transporter. Mr W says, either of these options wouldn't have required the specialist equipment. Astrenska have responded to this and say they can't guarantee that a recovery operator is able to accurately diagnose or fix vehicles as they are technicians and do not have workshop conditions to help them.

Taking this all into account, I'm more persuaded that Astrenska have unfairly charged Mr W a fee for the use of specialist equipment here. I say this because the roadside report shows the roadside operator was able to take a reading of Mr W's car's mileage. Mr W has provided photos of his car's dashboard, and this shows no mileage is displayed when his car is turned off. But when the ignition is turned on, the car's mileage is then displayed. So, that being the case, I'm persuaded the roadside operator would've, at the very least, successfully powered up Mr W's car's electrics in order to take a mileage reading.

Turning now to the recovery report, this doesn't record any mileage – so I'm persuaded the recovery operator wasn't, at the very least, able to power up Mr W's car's electrics. So, I believe this suggests one out of a possible three scenarios; 1) the recovery operator didn't bring a battery pack, 2) the recovery operator brought a battery pack, but it was insufficiently charged or 3) the recovery operator did bring a sufficiently charged battery pack but didn't use this.

In relation to points 1) and 2), I can see Astrenska say they can't guarantee that all recovery operators will carry a jump pack, however, if a service van is sent to attempt a repair at the roadside and the reported fault is one which may require a jump-start, then the recovery operator will ensure they have this equipment available. As I've mentioned above, I'm satisfied the roadside operator was able to get Mr W's car's electrics powered up and the roadside report also notes Mr W's car will require recovery the next day. That being the case, I think the roadside operator should've informed Astrenska that he was able to power up Mr W's car and that the recovery operator should ensure they have a battery pack – this should've been noted in either the roadside report or the roadside operator communicating this to Astrenska directly. This would've allowed Astrenska to communicate this to the recovery operator who could've ensured they had a battery pack and that it was sufficiently charged. The operators are the experts here, and I don't think it's unreasonable to expect the roadside operator to have known that it would be an easier, and more cost effective, process for Mr W if his electrics can be powered up as this would allow his car to be winched on to the recovery truck without the need for specialist equipment.

In relation to point 3) I can see Astrenska say, when the recovery operator looked into the fault, they believed it to be an alternator fault and that a jump-start wouldn't help and therefore Mr W's car would require recovery. I don't disagree that Mr W's car required recovery, the issue here though is whether specialist equipment should've been used to load Mr W's car on to the recovery truck. I've already mentioned above that the roadside operator should've reported to Astrenska that he was able to power up the car's electrics. And had he done so, the recovery operator would've known that Mr W's car's electrics can likely be powered up with a battery pack.

I acknowledge Astrenska say their operators don't want to take any action which could potentially damage a car and they encourage them to air on the side of caution – which they say is what their recovery operator did in this case. But the roadside operator was able to successfully power up Mr W's car the day before and I've seen no evidence this caused any additional damage at the time.

I think it's also fair to say, had the roadside operator communicated to Astrenska that he was able to power up Mr W's car – as I believe he should've done – this would likely have given the recovery operator a degree of reassurance that a jump-start is a viable option here to get Mr W's car on to the recovery truck without the need for specialist equipment.

Taking this all into account and, given that I'm not persuaded Astrenska took all reasonable steps to explore options to avoid Mr W incurring a fee for specialist equipment, I think it's fair in the circumstances for Astrenska to waive the fee for this."

So, subject to any further comments from Mr W or Astrenska, my provisional decision was that I was minded to uphold this complaint and require Astrenska to waive the fee for the specialist equipment.

Following my provisional decision, both parties have responded and accept my 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 done so, and with both parties accepting my decision, I see no reason to depart from my provisional decision. So, I've decided to uphold the complaint for the reasons set out in my provisional decision and copied above.

I will just add a few points made by Mr W which, although they don't change my decision, reflect Mr W's position on the event. Mr W says the recovery operator made no attempt to even try to jump start his car – and all he said was that his battery pack wasn't charged. Mr W also says the recovery operator didn't seek authorisation from Astrenska prior to loading his car, he says this was only reported to them after he'd used the specialist equipment and they were on their way to the garage.

Putting things right

I've taken the view that Astrenska have unfairly charged Mr W a fee for use of their specialist equipment. So, given that Mr W hasn't yet paid this, Astrenska should waive this fee.

My final decision

My final decision is that I uphold the complaint. Astrenska Insurance Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 April 2024.

Paviter Dhaddy
Ombudsman