

The complaint

Miss K is unhappy with the service provided by One Insurance Limited (One Insurance) after it dealt with a claim for her under her motor breakdown policy.

What happened

Following breakdown of her car, Miss K contacted One Insurance to arrange for help in recovering her car. One Insurance arranged for one of its recovery agents to attend. Miss K complained to One Insurance about the behaviour of the recovery agent. Miss K said the recovery agent was rude to her, and caused more damage to her car by unnecessarily revving the engine outside her home.

As part of its investigation into Miss K's complaint, One Insurance reviewed the comments from the call out. These notes recorded that at the time of attending there were '*3 different warning lights, oil completely gone, engine coolant temperature, engine oil pressure warning*'. One Insurance said the service provided was in line with its policy, and didn't offer to do anything in settlement of Miss K's complaint.

Unhappy with this response, Miss K referred her complaint to the Financial Ombudsman Service. The investigator found that the service provided by One Insurance was reasonable. Miss K didn't agree with the investigator's findings. As the complaint couldn't be resolved, it was passed to me for 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 thank Miss K for taking the time to explain everything that's happened since making a claim on her policy. I understand it has been a stressful time for Miss K. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.

Miss K feels strongly that her version of events haven't been given proper consideration when assessing her complaint. When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. And after considering the evidence, I'm persuaded, on balance, that One Insurance has acted fairly and reasonably. I'll explain why.

Miss K has made detailed representations about the way her car was driven, the attitude of the recovery agent, and the issues she has had with her car since it was recovered. One Insurance reject what Miss K has explained based on the version of events provided by its recovery agent, and evidence from the notes recording inherent issues with Miss K's car at the time of the call out.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances. I appreciate the experience described by Miss K would've made her lose trust in the recovery agent's service. But I'm unable to make a finding against One Call on the behaviour of the recovery agent based on the evidence presented. That's not to say I disbelieve what Miss K has explained. I've considered more broadly whether One Insurance provided the service we'd expect in line with the terms of her breakdown policy.

It's not disputed that One Insurance attended to Miss K's call out, and recovered her car to her home. At the time of attending, there were several issues highlighted with Miss K's car. These were noted by the recovery agent, and assistance was provided in safely recovering Miss K's car to her home. When thinking about what Miss K's policy was designed to do, and the issues presented at the time of the recovery agent assisting, I'm satisfied One Insurance's handling of Miss K's claim was overall reasonable.

Miss K has referred to comments from several garages about the link between the engine being revved by the recovery agent, and the subsequent issues with the head gasket in her car. I appreciate Miss K feels strongly about the link between the recovery agent's behaviour, and the issues with the head gasket in her car. But I don't think it would be fair to hold One Insurance responsible for the damage to her car, based on Miss K's comments alone. And Miss K hasn't provided any supporting evidence from an independent, and impartial expert confirming the likely cause of damage.

Miss K is seeking compensation for the loss of use of her car. But the evidence I've seen doesn't support that One Insurance is the cause of this. I'm persuaded that there were inherent issues present with Miss K's car at the time of the recovery agent assisting. On balance, I'm not persuaded the evidence supports One Insurance being responsible for the damage Miss K has described to the head gasket. So I can't reasonably hold it responsible for Miss K subsequently being unable to use her car. For the reasons explained, I won't be asking One Insurance to do anything in settlement of Miss K's complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 30 May 2024.

Neeta Karelia
Ombudsman