

## **The complaint**

Mrs A has complained about not being informed of a delay in the estimated arrival time for a recovery agent when she sought assistance under a breakdown policy she held with the insurer, One Insurance Limited (OIL).

Mrs A is being represented in her complaint. For ease I will refer to the representative's comments as Mrs A's for the purpose of my decision.

## **What happened**

In November 2023 Mrs A unfortunately broke down, which she says meant she was blocking two lanes of traffic.

She reported the incident immediately to OIL, which was just after 3pm. She said OIL would prioritise recovery in this case.

Due to the time it took for OIL's appointed recovery agent to attend, the police arranged for Mrs A's car to be recovered. This happened at around 5.30 pm.

Mrs A says that if OIL had updated her of a further delay which it was aware of just after 4pm, she could have made alternative arrangements which would have prevented her from having to pay the costs of recovery arranged by the police – and for onward recovery costs for her car to a local garage for repair. Mrs A says if OIL had prioritised the recovery as promised, she would have paid a total of £20 under the policy, instead of paying £372 for recovery arranged by the police – and £80 for onward recovery to her local garage for repairs.

Mrs A was unhappy that she was given different reasons for the extended delay (which she wasn't updated on) by OIL.

OIL didn't uphold Mrs A's complaint. It said the policy excludes indemnity for when police recovery is arranged. So Mrs A asked us to look at her complaint.

Our Investigator thought OIL acted reasonably in applying the exclusion for police arranged recovery under the policy. And he wasn't persuaded that Mrs A would have been able to successfully arrange alternative recovery, even if she had been properly updated.

But he thought OIL had failed to manage Mrs A's expectations and provided a poor service in failing to update her after it was made aware of a further delay just after 4pm of around 90 to 120 minutes. Around 10 minutes before OIL received this update, it told Mrs A recovery was around 20 minutes away.

So the Investigator recommended OIL pay Mrs A £100 compensation for the distress and inconvenience caused by failing to manage her expectations.

Mrs A accepted the Investigator's view.

OIL didn't agree. It said this wasn't the complaint Mrs A made. In response, the Investigator provided OIL with a copy of their notes to support that this was part of Mrs A's complaint to OIL.

OIL said it wants an ombudsman to decide.

## **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 have seen a copy of the exchange via 'webchat' between OIL and Mrs A. This clearly sets out Mrs A's complaint: that she was unhappy with the lack of communication by OIL, crucially when it was advised at 4.06pm that the recovery was going to take an estimated 90 to 120 minutes to arrive. This was not relayed to Mrs A. At 3.57pm OIL had advised Mrs A that the recovery agent was 18 minutes away.

I agree that it's unlikely that Mrs A would have been able to have made alternative arrangements between 4.06pm and 5.15pm which would have meant she would have had a recovery agent arrive before the police arranged recovery – and at a cheaper rate. And I agree that OIL's policy does exclude recovery costs where the police have arranged recovery. So I can't say it's reasonable to ask OIL to reimburse Mrs A for the recovery and onward garage recovery costs she paid.

But, I think OIL should have updated Mrs A when it was made aware at 4.06pm of an extended delay, to manage her expectations. Clearly the situation was distressing – having broken down in a location which meant recovery was a priority. So updates from OIL to Mrs A were very important. I think OIL should have updated Mrs A of the further delay when it was made aware here. The change in estimated arrival time was significant: from twenty minutes to up to two hours.

It is also clear from OIL's notes that Mrs A was given two reasons for the delay: that the recovery agent was diverted to another recovery, but then that the recovery agent was delayed.

## **Putting things right**

I think OIL should pay Mrs A compensation for the distress and inconvenience caused by its failure to manage her expectations. I think a reasonable award in this case is £100.

## **My final decision**

My final decision is that I uphold this complaint. I require One Insurance Limited to pay Mrs A £100 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 11 November 2024.

Geraldine Newbold  
**Ombudsman**