

The complaint

Mr H has complained about how AWP P&C SA (AWP) dealt with a claim under a roadside assistance policy.

What happened

Mr H's car had a breakdown. So, he contacted AWP to request roadside assistance. AWP appointed a recovery agent. Mr H also contacted the police because his car had broken down on a dual carriageway, which he thought was dangerous. The police arrived and took over the scene and the car was recovered.

Mr H's car was repaired at a garage. When Mr H went to collect his vehicle, he found some damage. So, he complained to AWP. When AWP replied to the complaint, it said it wasn't responsible for the damage. It said the damage was either pre-existing or happened at the police compound.

Mr H contacted this Service because he wasn't satisfied with AWP's response. He said AWP hadn't properly investigated his complaint and it had assessed the wrong damage on the car. Our Investigator didn't uphold the complaint. She said there wasn't evidence to show AWP or its suppliers had damaged the car.

Mr H disagreed and asked for the complaint to be reviewed by an ombudsman. So, the complaint was referred to me. AWP then told this Service the complaint wasn't one we could consider because the roadside assistance wasn't provided under an insurance policy. So, I looked at whether Mr H's complaint was one that was under this Service's jurisdiction. I wrote to both parties to explain why I thought the complaint was one this Service could consider.

Following this, both AWP and Mr H provided a copy of a further response AWP had sent about Mr H's complaint. This said AWP had reviewed the complaint again. It had previously not upheld the complaint and said the police had recovered the vehicle, not AWP's recovery agent. However, on further review, its recovery agent had recovered the vehicle. It said Mr H's video also showed a dint in the vehicle. It said, if Mr H provided an invoice or quote for the repair, it would consider this. It said it was upholding the complaint on good faith.

Our Investigator asked Mr H whether AWP's new offer resolved his complaint. He said a family friend had carried out a repair to his vehicle as a favour and for no charge. He said it wouldn't be possible to provide an invoice for the work. He said he wanted an ombudsman to consider the complaint.

I issued my provisional decision on 25 September 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

AWP now accepts that when it sent its first reply to Mr H's complaint it didn't correctly identify what had happened with his vehicle when it was recovered. When it sent the first response, it had also sent Mr H a photo of the damage it had considered. This appeared to be of a car bumper. But Mr H had said the damage was to a door and had provided AWP

with a video of the damage. Mr H was also concerned about the delay in his car being collected from the recovery compound so it could be taken to the garage for repair. I haven't seen evidence it responded to this complaint point at all. So, I don't think AWP properly considered Mr H's complaint when it first had the opportunity to do so and still didn't look at the complaint in full when it sent its second response.

From what I can see there were some delays by AWP in collecting the car from the compound, including in the release fee being paid. Mr H also chased for updates. It's my understanding that Mr H had access to a hire car, which I think reduced some of the impact of the delays in getting his car repaired. But, I think this was a frustrating experience for Mr H.

Mr H has now said he had the damage to his car repaired and there was no charge for the work carried out. So, he can't provide an invoice or quote for AWP to consider whether it should refund the cost. I also don't think I can fairly require AWP to pay for the repair because it didn't cost Mr H anything to have the work carried out.

However, I think Mr H has been caused inconvenience and frustration because of how AWP dealt with the claim and complaint. It didn't properly look into the circumstances of what happened and, in the end, Mr H arranged for the repair himself. It also didn't seem to look at the delays in getting the car to the garage. Thinking about everything that happened, I currently intend to say AWP should pay Mr H £150 compensation to reflect the impact on him of how it dealt with his claim and complaint.

I asked both parties to send me any more information or evidence they wanted me to look at by 9 October 2024. Both Mr H and AWP responded before that date and accepted my provisional decision. There were no comments 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.

Having done so, I uphold the complaint and for the reasons given in my provisional decision. I have reviewed this decision again and I haven't found any reason to change my view about what is a fair and reasonable outcome to this complaint.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require AWP P&C SA to pay Mr H £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 October 2024.

Louise O'Sullivan
Ombudsman