

## The complaint

Mr H complains that AWP P&C S.A. ('AWP') treated him unfairly when he reported a problem under a car warranty policy.

Mr H's warranty was sold and is administered by a third party company on AWP's behalf and all his correspondence has been with this company. However, AWP is the policy underwriter, so his complaint is against AWP. Any reference to AWP in my decision includes the administrator and its agents.

## What happened

Mr H had an AWP car warranty. In February 2024, he was alerted to a 'system error' when he was driving home. He found that one headlight/indicator wasn't working. He reported this to AWP. AWP instructed a local recovery agent (referred to in my decision as 'C') to visit Mr H at home to try to fix the problem with his car.

Mr H said, in summary:

- C's recovery agent wasn't a specialist for his make of car.
- The agent treated his car without care and removed trim panels and fuses.
- The agent's attempts to fix the problem made things worse. After he removed and replaced some fuses both headlights/indicators didn't work.
- The agent didn't return the car to the state he found it, rendering the car "*undriveable*".
- The agent was "*aggressive and rude*".
- AWP sent a qualified technician to Mr H the next day. This technician arranged for repairs by a local dealership.
- He had to pay just over £160 for the repairs.
- He wasn't given a courtesy car.
- He was without his car for two days, leading to "*lost revenue*" for his business.

AWP investigated. It told Mr H that C's agent removed and replaced some fuses and found that both headlights weren't working. He ran a diagnostic check which showed no faults, so advised Mr H to contact the manufacturer's local dealership to arrange further tests. The dealership confirmed the problem was caused by missing fuses. AWP noted that Mr H had changed a fuse a few days earlier, and suggested he'd removed the missing fuses. It said C wouldn't have replaced any missing fuses for fear of causing further problems or, potentially, a fire.

Mr H didn't accept this and brought his complaint to this service. He wants AWP to reimburse the cost of repairs and compensate him for two days lost earnings because he couldn't use his car.

Our investigator didn't recommend that the complaint should be upheld. She wasn't persuaded that C caused the damage to Mr H's car and was satisfied that AWP's response to his complaint was fair.

Mr H didn't accept this, so the case was passed to me to make a final 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, I'm not going to uphold Mr H's complaint. I'll explain why.

Mr H's policy schedule confirms he has the standard 'Warranty Assistance' but not 'Roadside Assistance'. The warranty assistance only kicks in if Mr H's car is immobilised "*more than half a mile*" from his home. However, AWP agreed to send someone to Mr H's home rather than have him stop the car immediately. I think this was a reasonable and pragmatic decision.

Mr H's main arguments are that AWP should have sent a specialist technician to look at his car when he first reported the fault, and C's agent shouldn't have tried to diagnose the problem because he wasn't qualified to do so. He says his position is supported by conversations he had with the specialist technician who attended the following day and the dealership that repaired his car.

As our investigator explained, under the policy terms AWP will try to send a specialist technician but doesn't guarantee this: "*Whenever practical, we will endeavour to arrange assistance by a [manufacturer] Customer Service Vehicle...*" ('Warranty Assistance', page 18). Mr H reported the fault just after 6pm on a Sunday night. So I'd understand if AWP couldn't arrange a specialist technician that evening. In the circumstances, I don't think it was unreasonable for AWP to send an approved recovery agent to see if it could fix the problem immediately and avoid having to take the car for repairs.

C's 26 February email to AWP confirms that only one headlight wasn't working when its agent arrived, but both headlights had stopped working after he'd removed and replaced some fuses. The dealership's invoice lists two missing headlight fuses. I don't think it's possible that one of the headlights could have been working if both fuses were missing before C attended. I think it's more likely that C's agent failed to replace two fuses when he tried to fix the problem.

However, Mr H called AWP because there was a fault with his car. Clearly, C can't be responsible for that initial fault. The specialist who attended the following morning couldn't diagnose the problem and recommended the car be taken to a local dealership for further tests. These tests and repairs took two days. Given the time it took to trace and repair the fault, I'm not persuaded that Mr H's car was repairable – even by a qualified technician – the evening he reported the fault.

The dealership's invoice gives a breakdown of the tests and repairs. The major cost was to "*investigate and diagnose faults*". This would have been necessary irrespective of C's actions. The invoice also notes "*missing x2 trim clips*" but doesn't highlight any other damage to the car. The total cost for replacement parts was under £10. So I don't think C caused any damage when its agent tried to fix Mr H's car.

Both parties agree there was an argument between Mr H and C's agent. Mr H was annoyed AWP hadn't sent a specialist and was upset by the way the agent went about investigating the fault. C's agent felt "*hostility*" from Mr H and left without replacing the fuse box covers. But this doesn't change the fact that Mr H's car had a fault before the agent attended.

If Mr H is suggesting he could still have driven his car with the initial fault – before C's

intervention – I make two points. First, it's illegal to drive with only one headlight. Second, doing so could have invalidated his warranty: "*Your [manufacturer] Insured Warranty may also be invalidated if you continue to drive when a fault becomes apparent*" (page 19, para 2 of the policy booklet).

Two final points:

- The policy booklet is clear that a hire car is only available with Roadside Assistance cover. Mr H didn't have this, so I'm satisfied AWP didn't have to provide one.
- Mr H's policy excess is £250. That's more than the cost of repairs, so I'm satisfied AWP doesn't need to cover Mr H's repair bill.

I know Mr H feels very strongly about this and he'll be disappointed by my decision. But, based on all the evidence, I don't think AWP treated him unfairly. It follows that I don't uphold the 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 Mr H to accept or reject my decision before 27 December 2024.

Simon Begley  
**Ombudsman**