DRN-5192198

The complaint

Miss R says a recovery firm instructed by the breakdown service underwritten by U K Insurance Limited ('UKI') didn't follow the *Rescue Plus* breakdown policy she'd bought.

What happened

Miss R is represented by Mr B, who was with her on 16 April 2024 when her car broke down on holiday, around 260 miles from home. Miss R called the breakdown service ('firm G') and it instructed 'firm E'. Mr B says the car had broken down a few years earlier, and he thought it was the same issue (a fault with the gearbox). He says he told firm E's technician that it would have to go to a dealership garage for repair / an engine reset, as previously.

The technician wanted to carry out checks he couldn't do where the car was parked, so he took it to the road outside firm E's premises. Mr B said he should carry out diagnostic checks as well, but they weren't done. The policy offered free recovery to another garage, but the technician said there were no dealership garages locally, and there was a mileage charge for delivery outside the free recovery area. Miss R says the technician told her that as the car was old, it would be expensive to repair anyway, and there may be a wait for parts. She thought It would be too expensive to have the car taken home. She says the technician suggested she should scrap it. As she was confused and stressed at the time, she agreed.

When Miss R got home and looked at the breakdown policy, she thought firm E should have carried out diagnostic checks and should also have taken the car to a garage for repair. So she instructed it *not* to scrap the car and she complained to firm G about firm E. In a call with firm G on 26 April 2024 (10 days after the incident) Miss R and Mr B said the car should have been taken to a dealership garage. Firm G said if Miss R found a suitable garage it would ensure firm E took it there. But Miss R and Mr B said it wasn't for them to do that. Firm G reminded Miss R about the storage charges accruing at firm E's premises, but she decided to allow the car to remain there whilst firm G dealt with her complaint.

On 12 June 2024 firm G partly upheld Miss R's complaint. It said diagnostic checks should have been done by firm E – and that after firm G had instructed firm E to do that (in May 2024) a gearbox issue was identified. It thought the outcome would have been the same had the diagnostics been done earlier, so it didn't award any redress to Miss R. It agreed to cover the storage charges up to 26 April 2024, after which it said Miss R was liable for them.

One of our Investigators reviewed Miss R's complaint. He thought firm E had acted in line with the breakdown policy. He said had diagnostic checks been done earlier it would have made no difference to what happened later. The Investigator noted that firm E had offered to take the car to a garage of Miss R's choice. He didn't make a finding on the technician advising Miss R to have the car scrapped, as in the end it was retained, so he didn't think she'd incurred a loss on it. He thought it was fair for firm G to offer to pay the initial storage charges. And he noted that the car was still at firm E's premises in November 2024.

In response, Mr B submitted several lengthy letters disputing the Investigator's view. Mr B repeated much of the information already reported to us. I think his major concerns were that

firm E decided it couldn't repair the car before it knew what was wrong with it, that firm G had an obligation to repair the car, and that the car should have been taken to a dealership garage (which firm E or firm G should have located). Mr B also said it took firm G six weeks to instruct firm E to do the diagnostic tests.

As there was no agreement, the complaint was passed to me for review.

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.

The Breakdown Cover policy says the breakdown service appointed by firm G will try to get the car moving. If that isn't possible it will take the car and the passengers to one of firm G's approved repairers. It also says it will recover the car free of charge to somewhere other than an approved repairer on request. The parties have referred throughout to free recovery within 10 miles. In the policy document I've seen, the *Rescue Plus* cover Miss R had provides free recovery within 20 miles. But I don't think that's relevant here, as Miss R didn't find a dealership garage within 10 or 20 miles, or at all. And the policy says the consumer must pay for the repairs. That applies wherever they are carried out.

In this case, the car was taken to firm E's premises (one of firm G's approved repairers). I think that was in line with the policy. Some repairs can be carried out there, depending on the fault, so I think it was reasonable for the technician to carry out basic checks. Having done so, he concluded that he couldn't repair the car. It isn't clear why he told Miss R that repairing it would be expensive, when basic diagnostic tests hadn't been done. Although that *could* have been the case, the repair may have been minor (Mr B suspected a failed sensor or a loose wire). And parts may not have had to be ordered.

I don't think the technician's advice to Miss R was helpful, but there's nothing to show that he tried to force her to scrap the car. It was an option, but Miss R must have known the car was worth far more than its scrap value. She also knew the gearbox warranty was still in place. Mr B thought that was where the problem lay. He thought it would be repairable by a dealership garage (as previously), so the way forward was to locate one. I think Miss R's initial decision to scrap the car was ill-advised in the circumstances, although it made no difference to the outcome, as she changed her mind about it later.

Firm G says the technician had offered to take the car to a different location initially, but that there were no dealership garages locally. Mr B thinks garage E should have known where all the dealership garages within 100 miles were located, but in my opinion it couldn't have been expected to know about them if they weren't local. I think it was for Miss R and Mr B to identify a garage and to contact it to see if it would accept the car. And I think the call recordings show that firm E would have taken the car to any garage identified by them.

Mr B spoke to one of firm G's advisors on 23 April 2024, and she checked for dealership garages online. The call recording shows that she found a local dealership garage for a *different* manufacturer. She suggested Mr B could check with it whether it also dealt with other makes of car. She also said Miss R and Mr B should search for other garages. Mr B spoke to another of firm G's advisors three days later. He told her the previous advisor had found a local dealership garage. The second advisor noted it was one for a different make of car - and she made it clear that Mr B and Miss R would have to find a garage that agreed to take the car. I think both the advisors gave the correct advice – and the second advisor also pointed out that firm E's storage charges were already £117. Mr B said they'd wait until the

complaint had been investigated and decide what to do after that. But after the complaint outcome was issued, in June 2024, Miss R's car remained at firm E's premises.

I don't think it would have been possible for Miss R or Mr B to search for a dealership garage on the day of the breakdown. They were on holiday, and they would have needed access to a computer. The task is likely to have taken some time. They should have been able to do so four days later, when they arrived home. But it seems from the call recordings and the correspondence on the file that they were convinced it was for firm E or firm G to carry out that task, so they didn't do it – despite the storage charge warnings from firm G.

Had the diagnostic tests been carried out on the day of the breakdown, they would have confirmed what Mr B already suspected – a fault with the gearbox. Miss R and Mr B already thought the car would have to be taken to a dealership garage, and the only issue with that was finding one. As they still hadn't done so, many months after the gearbox fault was confirmed, I don't think it made any difference to the outcome that the diagnostic checks were delayed by several weeks. I would have reached a different conclusion had Miss R and Mr B taken action as soon as the diagnostic tests were done.

I think it was reasonable for firm G to cover the storage charges until 26 April 2024. That gave Miss R time to think about the situation carefully, to decide whether to retain the car and then to look for a dealership garage to which firm E could deliver it for repair. Miss R and Mr B were warned by firm G about the storage charges that were building up several times. So I don't think it can be held responsible for the sum that accrued after 26 April 2024.

Mr B says Miss R has suffered greatly as a result of being without her car, especially as she lives in a rural location. The reason she had to return home without her car was because of the fault that caused it to break down. I think it's very unlikely that - even if a dealership garage had been found on that day – the repairs would have been carried out within four days, as most garages can't take on work immediately. I think most of the rest of the period without her car could have been avoided had Miss R accepted that it was for her to locate a dealership garage promptly, so firm E could deliver it there. I sympathise with Miss R, given that she's faced much distress and inconvenience. But as I don't think firm G (and hence UKI) is responsible for that, I'm unable to uphold her complaint.

My final decision

My final decision is that I don't uphold this complaint. Under the Financial Ombudsman Service's rules, I must ask Miss R to accept or reject my decision before 20 February 2025.
Susan Ewins
Ombudsman