

## **The complaint**

Miss C complained about how Call Assist Ltd handled her claim under her motor breakdown insurance policy.

## **What happened**

Miss C's car broke down due to a problem with its clutch. Call Assist's agent, a recovery operator, took it away to a garage for repair. But the garage said that the car's key ignition barrel wasn't working, and they couldn't move the car to repair the clutch. So Miss C paid them £180 to fix the ignition barrel. But she said there'd been no problem with the ignition barrel when she left her car with the recovery operator. So she thought that the recovery operation must have caused the problem. She wanted Call Assist to reimburse her what she'd paid to fix it.

Call Assist said that there was no evidence that their operator had caused the ignition barrel problem. But as a gesture of goodwill they offered to pay a third of its repair cost.

The investigator recommended that Miss C's complaint should be upheld, and that Call Assist should refund the full cost of the ignition barrel repair plus interest. Call Assist didn't agree and so I've been asked 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.

As the investigator explained to Miss C, we don't assess whether or how damage to a car would be caused, or by whom. This is a matter for the experts in these situations, the insurance companies, and engineers. Our role in these complaints is to determine whether the business has considered all the available evidence and whether they can justify their decision to not pay for such additional repairs. We look at all the available evidence - including anything provided by the consumer, the insurer, and the repairer.

When Call Assist's garage received her car after it was transported to them after being recovered, they said that the key ignition barrel didn't work. Miss C said it had been fine before Call Assist's recovery operator took the car away.

Miss C explained that she had no option but to pay to have the key ignition barrel fixed because without that, the clutch problem couldn't be repaired. So it's not possible for anyone to inspect and report on the problem with the key ignition barrel now, to help determine what caused it and whether or not it was a pre-existing problem. And though Call Assist asked Miss C for photographs of the key ignition barrel damage beforehand, she said she couldn't do that as there was no damage to photograph beforehand, and when she last saw her car, before the recovery operator put it on the truck, it wasn't damaged.

Miss C described the car's recovery. She said that the recovery operator started her car without any problem, using the key in the ignition, before reversing it backwards to line it up

with the recovery truck and it was then dragged onto the truck and the recovery operator applied the straps to the car. About an hour later the recovery operator phoned Miss C. He said he'd arrived at the garage but couldn't get the key in the ignition and so couldn't get her car off the truck. He asked her if this was a regular occurrence and whether she had any techniques to get the key in. Miss C replied that it hadn't happened before. Later that day the garage told Miss C they couldn't get the key in the car's ignition, and that the ignition barrel was already broken when her car arrived with them.

Call Assist thought there was insufficient evidence to establish liability against their recovery operator. They said that there was wear and tear to the car as it was about 20 years old, and this could include the ignition barrel. However that's not the same as showing that there was wear and tear to the ignition barrel.

Call Assist said they'd heard from the recovery operator that he had trouble getting the key into the barrel when he was loading the car, but also that he didn't touch the ignition barrel and the consumer got the garage to look at it before loading. So Call Assist said that this suggested that the ignition barrel problem was already there when he first attended her car and so it had been pre-existing and not as a result of their recovery operation. And so it wouldn't be fair to reimburse Miss C's repair because that would put the car in a better condition than it was beforehand.

So Call Assist said that the recovery operator's account contradicted Miss C account that the ignition barrel was functioning as normal when the driver first attended, and he drove it and got it onto the truck without any problem.

However I've looked at the recovery operator's notes of attending Miss C's breakdown. It includes a "vehicle condition report" section for damage to be noted. The recovery operator has noted that the fault found is with the clutch, and he is to tow the car to the garage. There is a diagram of a car, for the operator to draw where the damage is, but he hasn't drawn anything on there. There is no mention of a problem with the key ignition barrel. This supports the view that the recovery operator didn't find a problem with the ignition barrel when he first attended the breakdown, as he didn't note it on the report then. It also aligns with the suggestion that he only discovered the problem later, on arrival at the garage, and that fits with Miss C's account of events.

The garage gave a handwritten account of the situation which said that *"On arrival of your recovery truck unable to unlock ignition switch/lock"* and said that they had to call a locksmith to repair it before they could get it into the garage. Call Assist ask the garage for a statement with more information, to help them assess when and how the ignition barrel problem had been caused and address the contradiction between the Miss C's and operator's accounts. However the garage didn't as they said they didn't usually get involved in third party disputes. Call Assist said this hampered their assessment of causation and so they shouldn't be held liable for the problem. Call Assist felt that they had acted fairly because, despite this, they'd offered a third of the ignition barrel repair cost as a goodwill gesture.

I don't think that it was fair for Call Assist to place such emphasis on the garage's position on non-involvement. It isn't an unreasonable view, and so I can't infer anything adverse from the garage saying that.

What I'm looking at is whether Call Assist acted reasonably in assessing the evidence as they did. I think that Miss C's account has been consistent and detailed and credible. Although the recovery operator's account contradicts it, his account is not supported by his written report at the time, which doesn't mention any problem with the ignition barrel. So I think that Call Assist have failed to look at all the evidence together.

And so I consider that it's more likely that the ignition barrel problem was caused during the car's recovery operation, rather than being there already. For that reason I think that Call Assist should reimburse Miss C the £180 she paid to fix the problem, plus interest.

### **My final decision**

For the reasons given above, my final decision is that I uphold the complaint and I require Call Assist Ltd to do the following:

- Reimburse Miss C the £180 she spent on having the key barrel fixed, on evidence that Miss C has paid it
- Pay Miss C interest on that amount at 8% interest simple from the date Miss C paid the invoice, to the date of final settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 20 February 2025.



Rosslyn Scott  
**Ombudsman**