

## **The complaint**

Ms B complains that U K Insurance Limited (“UKI”) mishandled her claim on her breakdown insurance policy.

## **What happened**

Ms B had a hybrid electric car that had first been registered in late January 2019. Ms B acquired the car not later than early February 2021, the date of its most recent V5 registration document.

According to its MOT history, the car passed a test in mid-January 2022, with a recorded mileage of about 23,000.

The car passed another test in late January 2023, with a recorded mileage of about 27,000.

The MOT certificate expired in late January 2024.

Unfortunately, in early March 2024, a cycling accident injured Ms B so that she couldn’t drive the car.

For the relevant year from mid-March 2024, Ms B had a breakdown policy branded with the name of a roadside assistance organisation. UKI was the insurance company that was responsible for dealing with any claim. Much of the complaint is about acts and omissions of the roadside assistance organisation. Insofar as I hold UKI responsible for them, I may refer to them as acts and omissions of UKI.

In May 2024, the car had a flat battery. Ms B contacted UKI to say that she might need help with the battery. UKI told Ms B that (if it re-started the car) she would need to drive the car to recharge the battery. UKI said that if it attended and the battery went flat again within 28 days, then it wouldn’t attend again. So Ms B accepted that it would be best if she waited until she could drive the car before UKI attended.

In early July 2024, Ms B felt well enough to drive the car. She contacted UKI again about the flat battery. UKI declined to assist because it found that the car had no MOT certificate.

Ms B complained to UKI about its refusal to help her and about how it had spoken to her.

Ms B says she paid about £190.00 to resolve the flat battery. The car passed another test in early July 2024, with a recorded mileage of about 33,000.

By a final response dated 15 July 2024, UKI turned down the complaint.

Ms B brought her complaint to us in August 2024. She asked us to direct UKI to apologise and reimburse her for the cost she’d incurred.

Our investigator didn’t recommend that the complaint should be upheld. She didn’t think that UKI had treated Ms B unfairly.

Ms B disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- She is dyslexic.
- UKI didn't contact her to tell her that her MOT had expired.
- Someone knocked her off her bike.
- A recovery driver collected her car. The £190.00 was for the recovery and the battery.
- The insurer is using its terms as get out clauses.

### **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've taken into account the relevant law, policy terms, regulation and good practice. Above all I've considered what's fair and reasonable.

Insurers must handle claims promptly and fairly.

Registered keepers of motor vehicles who use their vehicles on the road must have road tax and if applicable an MOT certificate.

UKI's policy covered roadside assistance, including at Ms B's home address. It didn't cover the cost of replacement parts.

UKI's policy terms included the following:

#### **"SOME DEFINITIONS**

*... Vehicle*

*...in all cases, the vehicle's got to meet these criteria:*

*...it meets any legal requirements and driving laws that apply, at the time of breakdown, including having valid tax, insurance and a MOT. We can check these details when you take out the policy, at renewal and it will be checked at the time of any breakdown when you ask us for help."*

UKI's policy terms also included the following:

#### **"TIMES WE CAN'T HELP, OR WILL NEED TO CHARGE EXTRA**

*...And there are some circumstances where we won't be able to help you at all:*

*...• if the vehicle doesn't meet the legal requirements and driving laws that apply, at the time of breakdown, including having valid tax, insurance and a MOT. Or, if it is currently declared SORN (Statutory Off Road Notification). We will check these details at the time of any breakdown when you ask us for help."*

I consider that it would be reasonable for an insurer to regard the absence of an MOT (where required) as an indicator of lack of regular use or maintenance, and of a higher risk of a breakdown claim.

UKI's requirement for an MOT didn't add to the existing requirement to have an MOT in order to use the car on the road. In the context of breakdown insurance, I don't consider that the policy terms were unusual or onerous. So I wouldn't expect UKI to take steps to highlight that requirement in its policy terms.

The garage that did the last test might remind Ms B when the MOT was about to expire. Also, DVLA might tell her the MOT had expired if she tried to tax the car. Apart from that, I wouldn't expect anyone to remind Ms B about the need for an MOT. So I don't hold UKI at fault for not contacting Ms B about that.

I don't hold UKI at fault for not highlighting the requirement for an MOT when Ms B contacted UKI in May 2024. Ms B delayed making her claim from May to July 2024, but that didn't change the fact that the MOT had already expired in January 2024.

I can understand that when Ms B got back in touch in July 2024, she was disappointed that UKI wouldn't help after all because the car had no MOT. However, I don't consider that this was unfair.

I've weighed up the details Ms B and UKI have each provided about the call. Whilst the outcome was unwelcome to Ms B, I'm not persuaded that UKI said anything inappropriate.

I don't underestimate the inconvenience and cost for Ms B. However, I don't find that UKI caused this unfairly. So I don't find it fair and reasonable to direct UKI to reimburse or compensate Ms B.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct U K Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 1 May 2025.

Christopher Gilbert  
**Ombudsman**