

The complaint

Ms W complains that UK Insurance Limited (UKI), trading as Green Flag, failed to treat her fairly when she made a claim on her roadside assistance policy.

What happened

In June 2024, Ms W was driving to an airport to catch a flight the following day when the ABS warning light in her car activated. The car went into 'limp mode' meaning its speed was restricted. She called Green Flag for help under her roadside assistance policy.

Green Flag sent its recovery agent to Ms W. The agent transported the car to a garage near Ms W's home and gave her a courtesy car to continue her journey to the airport. When her return flight landed a week later, she rented a hire car to get home.

Ms W complained to Green Flag. She said her garage found there was a problem with the ABS sensor, so the "*pragmatic solution*" would have been for the recovery agent to disconnect the sensor. Instead it "*insisted on recovering the vehicle to a garage for repair.*" Ms W explained that she wasn't prepared to have her car taken to a garage near the airport in case it wasn't repaired by the time she flew back so she wanted it taken to a garage near her home. This meant she had to hire a car to get home from the airport.

Green Flag said, in summary:

- Its recovery agent wasn't prepared to remove the ABS sensor for safety reasons.
- The agent gave her a courtesy car to continue her journey to the airport.
- It gave her the option of having the car repaired while she was away. Ms W declined this and asked for her car to be transported to her local garage.
- The policy doesn't cover her for a hire car where she opts for long-distance recovery so it wouldn't reimburse the cost of her hire car from the airport.

Ms W was unhappy with this and brought her complaint to this service. She wants Green Flag to reimburse her costs (hire car, taxi fares) and compensate her for the time she's spent on this.

Our investigator didn't recommend that the complaint should be upheld. She found that Ms W asked the recovery agent to transport her car to a garage near her home. She also found that the recovery agent gave her a courtesy car to get her to the airport. She was satisfied that this was in line with the policy terms and was reasonable. She didn't think Green Flag should cover any of Ms W's expenses. Ms W didn't accept this, so the complaint 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.

First, Ms W has made several points about Green Flag's service. As our investigator explained, some of this is outside the scope of what we can review. For example, she says her car sustained damage when it was previously in Green Flag's care, she believes its service providers are "*extremely poor*" (as evidenced by their Trustpilot rating), and its complaint handler failed to contact her when he reviewed her complaint. So I won't comment on these points. I've focused instead on what I think are the key issues in this case.

The ABS sensor highlighted a potential problem with Ms W's car's braking system. I accept that it wasn't possible for the recovery agent to identify this was a sensor fault at the roadside. I agree with Green Flag that there would have been serious safety implications if its agent had simply disconnected the sensor and allowed Ms W to continue driving. I think it would have been irresponsible if he'd done this without knowing the reason for the warning. So I don't agree with Ms W that Green Flag's recovery agent should simply have disconnected the ABS sensor and allowed her to continue her journey.

Section D ('*Recovery Plus*') of Ms W's policy booklet explains Green Flag's responsibilities when a policyholder's car breaks down. Page 11 of the booklet explains that it can take Ms W and her car "*to one single destination in the UK.*" If the policyholder doesn't choose this, it will offer her one of the following: a temporary hire car, alternative transport to her destination, or overnight accommodation while the car was being fixed.

The situation here was complicated because Ms W had to catch a flight the following day and there wasn't a garage open nearby to assess the car. I understand why Ms W returning home with her car would have been difficult. I also understand why she was worried her car might not have been repaired by the time she returned and why she didn't want to leave her car at a garage near the airport. If there was a significant fault with the braking system and the garage had to source replacement parts, the car would be undergoing repairs many miles from her home.

Having said that, I'm satisfied that Ms W asked Green Flag to take her car to a garage near her home. I'm also satisfied that the recovery agent gave Ms W a courtesy car so she could travel on to the airport. This goes further than the policy terms by getting Ms W and her car to separate destinations in the UK. In effect, it's a combination of the options under the above policy term, and I think it was a fair response to the situation.

In a way, it's unfortunate that the sensor fault was so easily resolved. If Ms W had asked Green Flag to take her car to a garage near the airport, it's likely she'd have been able to drive her car home. But I'm satisfied that Green Flag isn't responsible for her return journey from the airport. I don't agree that it should refund her hire car or any other costs.

I recognise that Ms W feels strongly about this and she'll be disappointed with my decision. But based on everything I've seen, I don't think Green Flag has done anything wrong. 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 Ms W to accept or reject my decision before 8 July 2025.

Simon Begley
Ombudsman