

The complaint

Miss P complains that Astrenska Insurance Limited's agent damaged her car when making a repair under her roadside assistance insurance policy. She wants it to repair her car and compensate her for the time she has spent resolving this matter.

What happened

Miss P made a claim on her policy when her van's tyre lost pressure. Astrenska sent its roadside assistance agent to attend, and he used a jack to remove and then replace the van's wheel. Miss P then took the van to her local garage for the tyre to be replaced. But she also noticed damage to the van's door and sill where the jack had been used.

Miss P reported this damage to Astrenska four days later when she couldn't contact it over the weekend. As requested, she provided a statement from her garage, photographs and two repair estimates. But Astrenska didn't think it was responsible as it thought Miss P's own garage may have caused the damage.

Our Investigator recommended that the complaint should be upheld. He thought Miss P's online chat messages to her partner showed that she'd noticed the damage 14 minutes after the agent left. He thought it was more likely than not that the damage had been caused by a misused jack. And so he thought Astrenska should pay for the area to be repaired and also pay Miss P £300 compensation for the trouble and upset caused.

Astrenska replied that after consideration of the online chat messages it was responsible for the damage. And it agreed to pay the compensation and to repair this damage at a cost of about £1,000 using its agent's garage. But Miss P was unhappy with this as the agent's garage hadn't physically inspected the area whilst her garages had. She had provided alternative quotes from local garages stating that the repairs would cost about £2,000 or £3,000.

Our Investigator thought it was reasonable for Miss P not to trust the agent's garage. And he thought Astrenska should pay the lower quotation that Miss P had obtained for the cost of repairs.

But Astrenska replied that it thought this was inflated and outside industry standards. And it offered to pay Miss P £1,056, which was its agent's repairs estimate, to get her van repaired at a garage of her choice, and £300 compensation. As Astrenska didn't agree, the complaint has come to me for 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.

It's now seven months since Miss P's van was damaged and, as she can't afford the repair costs, she has been driving since this time with a door that doesn't shut properly. I can understand that this is worrying, and I can also understand that she feels frustrated with the time it is taking to resolve this matter.

After consideration of the evidence provided, Astrenska now accepts responsibility for the damage to the door and sill. It agrees, given the timings on the online chat messages, that it's more likely than not that its agent caused the damage. So I won't consider this further. What remains in dispute is what Astrenska should do to put things right for Miss P.

When an insurer makes an error, as I'm satisfied Astrenska has done here, we expect it to restore the consumer's position as far as it's possible to do so, and we expect it to compensate the consumer for the impact of the error.

To restore her position, Miss P's van needs to be repaired. And three quotations for this have been provided. We're not engineers. We don't assess how or whether damage has occurred. Our role is to consider whether an insurer has reasonably considered the evidence available and justified its decision about repairs.

From the photographs provided by Miss P, there is evident damage to the bottom of the driver's door and the sill beneath that. Astrenska objected that Miss P's quotes were inflated and didn't conform to industry standards. But I note that none of the three quotes provide detailed estimates.

The most expensive quotation, which is for about £3,000, doesn't provide any details of what is to be repaired at all or how the quote has been arrived at. And so I think it's not unreasonable for Astrenska to dismiss this.

The lowest quote was made from an inspection of photographs, as far as I can understand, and Astrenska didn't request a physical inspection as it had for Miss P's two quotes. And, as Miss P has pointed out, this quote doesn't include repairs to the van's door, just to remove the door to allow access to the sill panel for repairs. So I'm not satisfied that it's reasonable for Astrenska to accept this.

The last quote, for £2,175.96, states it's for repair to the damage to the O/S/R door. But it doesn't mention repairs to the sill. So I'm not satisfied that this is entirely satisfactory either. But it's based on a physical examination, and the garage is local to Miss P and so will cause her least inconvenience. And Miss P says that it's a garage she trusts.

Miss P had to take the time and trouble to obtain two quotes at Astrenska's request with the expectation that it would pay the lower of these. I can't see that it's provided a reasoned argument to dismiss the lower of them in favour of its agent's garage. It's now seven months since the damage was caused. And so I don't think it's reasonable to delay things further by asking for more detailed quotations. And so I'm satisfied that to restore Miss P's position Astrenska should pay her £2,175.96 to cover the costs of the repairs at the garage of her choice.

In terms of impact, Miss P has had seven months of inconvenience. She had to take her van to two garages to obtain quotes for the repairs. She had to drive her van with the damaged door. Our Investigator has recommended that Astrenska should pay Miss P £300 compensation for the trouble and upset caused. I think that's in keeping with our published guidance and so is fair and reasonable. And I also think this will cover a suitable courtesy car if required during repairs in order to keep Miss P mobile.

Putting things right

I require Astrenska Insurance Limited to pay Miss P £2,175.96 for the repairs to her car and £300 compensation for the distress and inconvenience caused by its level of service.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Astrenska Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept

or reject my decision before 5 November 2025.

Phillip Berechree
Ombudsman