

The complaint

Mr I complains about the level of service provided by U K Insurance Limited (UKI) following a claim on his roadside assistance motor insurance policy. He wants £900 compensation for his upset and the losses he incurred.

What happened

Mr I's car wouldn't start, and he called UKI for assistance, stating that it wasn't a battery issue. UKI's recovery agent attended after significant delays and poor updates. But the agent came equipped to jump start the car, not to diagnose the fault. UKI offered Mr I recovery home. A second recovery agent then attended with a diagnostic kit, but Mr I said he was unable to diagnose the problem. Mr I then said he sold his car as a non-runner, but the new owner had it repaired by his recovery agent in a few minutes.

UKI agreed that it had caused delays in providing a service. And it paid Mr I £200 compensation for the trouble and upset caused. But it said the policy didn't cover loss of earnings which Mr I had sought. And it said the policy stated that the consumer should seek a further diagnosis from his own garage. So it wasn't responsible for Mr I's losses.

Our Investigator didn't recommend that the complaint should be upheld. He agreed that UKI had provided a poor level of service due to the delays. But he thought UKI had provided a recovery when it wasn't able to get the car running and so complied with the policy. He thought the policy didn't cover loss of earnings. And he thought UKI's payment of compensation for the service failings was fair and reasonable. But he thought UKI wasn't responsible for Mr I's decision to sell his car as a non-runner as he could have had it checked at his garage.

Mr I replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. He said UKI's agents weren't equipped or able to provide a diagnosis of his car's faults. He said UKI hadn't provided the most basic help. And so he thought £200 compensation was insufficient for the impact of losing his car or the distress caused by repeated service failings.

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 can understand that Mr I felt frustrated with the level of service he received from UKI when he called it after his car's breakdown. Mr I wanted UKI to compensate him for the loss of his car and for his trouble and upset. He also said he'd lost work as he had waited for UKI to attend his car.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. Mr I has helpfully provided a timeline of events. And I've considered this alongside UKI's file notes.

Mr I's policy tells him on page 29 of the policy booklet:

“Remember

We're here to help get you going again." and

"Local recovery

If we come out to your vehicle but can't get it going, we'll take you, your vehicle, and your passengers to one of our repairers, no matter how far away that is. If you prefer, we can take you somewhere else, as long as it's 10 miles or less from where the breakdown happened, or no further away than the repairer we've recommended."

So the policy doesn't guarantee a roadside repair or diagnosis. I can see that UKI attended Mr I after a wait of some six hours, two more than UKI had promised. The agent came equipped for a jump start and recovery. UKI's agent had assumed the likely problem was with the battery, despite Mr I explaining that the lights were working. And the agent wasn't able to carry out the diagnostic Mr I expected. So the agent recovered the car to Mr I's home as it was the weekend, and his garage would be closed.

The next working day, Mr I contacted UKI again and it sent another agent. Mr I said this agent wasn't able to carry out a diagnostic and so he didn't have a fault report to give to his garage as he expected. Mr I didn't want the car recovered to his garage. So Mr I was left with a car that he couldn't start. He sold the car and was disappointed that a technician from another recovery company working for his buyer was able to start the car within a few minutes.

I think UKI explained to Mr I that roadside repairs may not be possible, and diagnosis isn't a policy entitlement. It said any diagnostic made at the roadside would also have to be checked by his garage. UKI's agents weren't able to diagnose or repair the problem with the car. But I can see that UKI's call handler led him to expect that they would make a diagnostic report. And I think this caused Mr I a loss of expectation and frustration.

But UKI did attend and did attempt to get Mr I's car going again, and it did provide the recovery that is stated in its terms and conditions. So I think UKI followed its stated procedure and acted within its terms and conditions.

But UKI accepts that it made errors when doing this. There were delays in attending Mr I, it didn't provide him with updates or with a technician with a diagnostic kit as promised. I think this caused Mr I avoidable frustration and inconvenience. UKI paid Mr I £200 compensation for this. And I'm satisfied that's fair and reasonable as it's in keeping with our published guidance for the impact of the errors. So I don't require UKI to increase this.

Mr I wanted compensation for his loss of earnings as he had to leave work early to meet the second agent. But the policy states on page 33 that this isn't covered:

"Costs or losses that aren't immediately to do with getting your vehicle back on the road. For instance, you can't claim for lost earnings if your breakdown means you're late for work"

I can see that Mr I now accepts that loss of earnings isn't covered by the policy's terms and conditions. And he also accepts that the policy requires diagnoses to be confirmed by a garage. But Mr I wanted UKI to compensate him for the loss of his car. However, I don't think this would be fair or reasonable as it was Mr I's decision not to have his car taken to a garage for repair but to sell it instead. So I can't reasonably hold UKI responsible for this loss.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 12 January 2026.

Phillip Berechree

Ombudsman