

complaint

Miss P complains about the service she received from Admiral Insurance (Gibraltar) Limited, trading as Call Assist, following a claim against the breakdown section of her motor insurance policy.

background

In October 2018, Miss P's car broke down on a dual carriageway. She rang Call Assist but it couldn't find her policy on its system. That was because it had entered her car's registration incorrectly.

Miss P says that she was alone on a dual carriageway with barely any phone charge. The police arrived and arranged the recovery of Miss P's car. She had to pay cash and, as she didn't have any, her parents had to come to her assistance.

Miss P paid £150 for the recovery, which Call Assist refunded. It also offered Miss P compensation of £30. She didn't think that was enough.

Our investigator thought that Call Assist should pay Miss P compensation of £120 in addition to its offer of £30, so £150 in total.

Miss P agreed with the investigator's view but Call Assist didn't. It said when Miss P phoned, it gave her safety advice. Call Assist said that whilst it recorded Miss P's car registration incorrectly, the police were on the scene 20 minutes later. It thought that the compensation of £30 was reasonable. It had refunded the cost of the third party recovery.

Call Assist later offered additional compensation of £20, bringing its total offer to £50. Miss P didn't accept that. As there was no agreement between the parties, the complaint was passed to me, an ombudsman, to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's common ground that Call Assist made an error in that it recorded Miss P's car registration incorrectly, so it couldn't find her policy on its system. It subsequently left messages for Miss P. Approximately 30 minutes after Miss P's initial call, Call Assist left a message on her voice mail saying that it now had all her details. Miss P didn't get that message, as her phone was out of charge. So she didn't know that Call Assist could now help her. In any event, matters had moved on as the police intervened and arranged recovery, presumably because of the dangerous position Miss P was in.

Call Assist has refunded the recovery charge. The remaining matter for me to consider is the appropriate level of compensation for distress or inconvenience Miss P suffered because of Call Assist's error.

I've no doubt that this was a very worrying situation for Miss P. She was alone on a dual carriageway. Call Assist's error meant that it couldn't start to help her at the earliest opportunity. Miss P says she had to wait somewhere between half an hour and an hour before she was rescued by the police. She had to get her parents to bring cash to pay for the recovery.

In all the circumstances, I don't think that Call Assist's initial offer of £30 or its revised offer of £50 is fair. I don't think it takes into account the very real stress Miss P suffered as a result of Call Assist's error. It may well be that Call Assist couldn't have got assistance to Miss P sooner than the police but Miss P was left in the position of thinking that Call Assist couldn't help her. For a short while, she didn't know that any help was coming. She was alone and in some danger. I think Miss P found that stressful.

I agree with our investigator that fair compensation for Miss P's distress and inconvenience is a total of £150. It's not clear to me whether Call Assist has already paid Miss P the £30 it offered. If it has, it may deduct that from the compensation payment.

my final decision

My final decision is that I uphold Miss P's complaint. I now require Admiral Insurance (Gibraltar) Limited to pay Miss P compensation of £150 in relation to her distress and inconvenience. As I've said, if it's already paid Miss P compensation of £30 in relation to her distress and inconvenience, it may deduct that from the payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 5 May 2019.

Louise Povey
ombudsman