

complaint

Mrs D complains about the charges One Call Insurance Services Limited imposed for its 'free' breakdown service included in her car insurance policy.

background

Under the terms of the policy, the breakdown service covers the call out charge and one hour's roadside assistance to try and get the vehicle going. There is a ten mile limit to any recovery. Once that limit is passed the policy holder has to pay £3 a mile. There is also an 'excess' of £20.

When Mrs D's car broke down she says the agent who attended told her he'd only been told to recover her car and not to attempt a roadside repair which he didn't have the tools for anyway. The car was taken to a garage 26 miles away. Mrs D was charged £48 (16 miles @ £3) in addition to the £20 excess. She complained that the £3 mileage charge was hidden in the terms and conditions, but her main complaint was about the failure of One Call's agent to spend up to an hour doing a roadside repair.

The adjudicator who investigated the complaint thought it should be upheld in part. Although she agreed the information about the mileage charge wasn't easy to find, she was satisfied that One Call did tell Mrs D about the ten mile limit so she should have expected there to be some additional charge. But she did recommend One Call should refund Mrs D the £48, on the basis that it hadn't provided the service Mrs D was entitled to under the terms of the policy.

Mrs D accepted the adjudicator's recommendation. One Call hasn't responded one way or another to her opinion. On 18 December One Call sent us an email to say it would be in touch within 2 – 5 working days. Nothing further has been received since then so the case has come to me for a final decision.

my findings

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

Since Mrs D doesn't raise any further issue about the additional mileage charge I have not considered that aspect of the case. I have focussed on the extent to which Mrs D was entitled to expect that the agent One Call sent in response to her call would attempt a roadside repair, before recovering the vehicle.

It's not clear what caused the breakdown, but One Call hasn't suggested that the car couldn't have been repaired, if its agent had been properly equipped. So I have approached this case on the basis that it's likely that a roadside repair would have enabled Mrs D either to get her car home or to a garage without incurring the additional mileage charge. One Call accepts that the agent didn't have the tools required to get the car back on the road. I accept Mrs D's evidence that the agent told her all he had been asked to do was recover the vehicle. She says he did phone a friend for advice and the friend thought it might be a problem with the immobiliser but understandably wasn't able to say more, without seeing the car himself. This suggests a very poor level of service.

I'm satisfied that the terms and conditions set out in the policy gave Mrs D the reasonable expectation that, if she did need to use the roadside breakdown service and so pay £20, a qualified and properly equipped mechanic would attend and spend up to an hour on repairing the vehicle. So I have no hesitation in concluding that it is only fair and reasonable for One Call to refund the £48 Mrs D had to pay because this wasn't an option. One Call should also pay her simple interest of 8% a year.

my final decision

I uphold the complaint. I require One Call Insurance Services Limited to pay Mrs D £48 along with simple interest of 8% a year from the date she made the payment until settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 15 February 2016.

Melanie McDonald
ombudsman