

## **complaint**

Mrs W complains that Swinton Group Ltd didn't provide her with the assistance she expected under her breakdown cover when her car broke down.

## **background**

When Mrs W called for assistance when her car broke down she was told her car wasn't covered under her policy. She had to pay over £800 to deal with the problem. Mrs W said that in July 2015 she had broken down with the same vehicle and was provided with full breakdown assistance, consequently she felt it was fair to assume that her car was on cover.

Mrs W said Swinton's breakdown provider should've updated her details at this point. She wants an apology, compensation for stress and inconvenience and a refund of her costs.

Swinton said Mrs W hadn't updated her car registration number and she had acknowledged this on her call for assistance, and that's why her car wasn't covered. It said that recovery shouldn't have been offered in 2015, but couldn't say why it was offered – other than as a result of an administrative error by the recovery provider.

The investigator said there's no evidence that Mrs W told Swinton about her new car, but it was understandable she would think she was covered given the previous recovery. He said Swinton should've assisted Mrs W with her predicament and he recommended it refund her policy premiums from when she got her new car and wasn't on cover. And he recommended Swinton pay Mrs W £150 compensation for her inconvenience.

Both parties disagreed with the investigator. Mrs W said she'd updated her car as she had been recovered before and it was Swinton's poor record keeping that caused the problem. She said the compensation didn't cover her costs. Swinton said it wasn't responsible for Mrs W not being covered for breakdown and her car wasn't covered under her policy. It said the breakdown provider couldn't explain its previous recovery and when she called about her latest breakdown she said *'I think I've forgotten to tell you I've changed my vehicle'* and so she didn't think the cover was for any vehicle.

## **my findings**

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

Mrs W said the customer service on the day of her breakdown and subsequently was shocking. I sympathise with her for the extremely stressful position she found herself in when she broke down.

Swinton blame Mrs W and its breakdown provider for the problems Mrs W has experienced and said it's not responsible for the breakdown provider's failings. However, it was Swinton that provided the policy to Mrs W and decided that she wasn't covered for her latest breakdown. Consequently I think it's fair for Swinton to take responsibility for the provision of the service it sold to Mrs W.

Mrs W said that the same vehicle was recovered previously with no issue and that she has since paid for a service which she didn't receive. It's the consumer's responsibility to ensure

the insurer holds the correct details about their vehicle. In Mrs W's case, I can't see anything to indicate that she updated the business with the correct car details.

Swinton said the 2015 recovery of her car was a mistake. It said Mrs W hadn't recorded the correct car details on the system and acknowledged this in her call. From what I've seen, I don't think Mrs W was aware that her cover had been invalidated just because she had the incorrect car details, and I think an opportunity for an update of the record was missed in 2015 when her car was previously recovered.

I think Mrs W was responsible for the failure of Swinton to hold the correct details about her car, but that Swinton was also to blame for causing her to understand that she was covered for breakdowns. I don't think it would be fair to require Swinton to meet Mrs W's costs of recovery. But I do think it would be fair for the inconvenience caused to Mrs W to be recognised and I agree with the investigator that Swinton should pay Mrs W £150 for this.

Since Mrs W was unaware that has been paying for breakdown recovery which she couldn't use, I think it is fair for Swinton to refund the premiums she's paid while not having the correct car on cover.

### **my final decision**

For the reasons I have given it is my final decision that the complaint is upheld and I require Swinton Group Ltd to pay Mrs W compensation of £150 and refund to her the breakdown policy premiums she has paid for her policy for the period during which she wasn't covered for recovery of her car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 22 June 2018.

Andrew Fraser  
**ombudsman**