

## **complaint**

Ms J's complaint is that U K Insurance Limited's breakdown agent effectively stole her car and she wants the scrap value of £750.

## **background**

Ms J's car broke down so she called for assistance under her breakdown policy. The car was taken to her home address because garages were closed at the time. The next day UKI had Ms J's car taken to her choice of garage. This garage said the car needed a new engine and estimated the repair cost at £1,500. But the garage couldn't do the repair so Ms J asked UKI to take the car back to her home address.

Ms J was told the policy didn't cover this as the car had already been taken to a garage. She was told by the breakdown company that it could take the car to her home or another garage on a payment basis (£108) but this wasn't under the policy.

Ms J made a private arrangement with the company to take her car from the garage to her home. Ms J let the company take the car to its yard, handing over the keys and the V5 registration document, because the driver told her the car had no scrap value. Later, the car was repaired and advertised for sale.

UKI says it can't be held responsible as Ms J made a private arrangement with the company involved. Ms J says the company's driver behaved unethically and she should be paid the market value of the car.

The adjudicator didn't think Ms J's complaint should be upheld. He thought UKI had acted fairly and that Ms J had made a private arrangement outside of the policy. Ms J didn't agree and asked for an ombudsman to look at her case.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Under the policy Ms J was entitled to have her car taken to her home address or a garage, and she got this. I've listened to a call recording between Ms J and the breakdown company. She was told that she couldn't have her car moved again under the policy but she could pay for the service. Ms J made a private arrangement with the company to move her car. So, I don't think it would be fair to hold UKI responsible for anything that happened within that private arrangement. And this includes Ms J handing her car over to the recovery company.

Ms J was entitled to 48 hours continued hire car or a maximum of £100 and UKI has offered the £100 along with £50 for poor service. I think this is fair in the circumstances.

## **my final decision**

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

Sean Hamilton  
**ombudsman**