

The complaint

Mr A complains about U K Insurance Limited trading as Green Flag (“UKI”) and the service he received when he made a claim on his Breakdown Cover insurance policy.

What happened

Mr A held a Breakdown Cover insurance policy, underwritten by UKI. On 27 March 2023, Mr A was travelling to his holiday destination when his car broke down. So, Mr A pulled over at the roadside and he contacted UKI to make a claim.

UKI accepted Mr A’s claim and they instructed a local technician, who I’ll refer to as “T”, to attend Mr A’s car. But T was unable to diagnose a fault that they were able to repair at the roadside. So, they gave Mr A the option of recovering him to a local garage or recovering him to his home address at an additional cost, due to the terms of the policy he held.

Mr A chose to have his car recovered to his home address, and he paid an additional £240 for this to be done. He then continued with his holiday and arranged for a mobile mechanic to inspect his car when he returned. This mechanic identified an issue with the spark plug, which he replaced, fixing the fault the same day. Mr A was unhappy T hadn’t done this on the day of the breakdown and so, he raised a complaint.

Mr A thought the diagnostic equipment T used when identifying the fault was faulty. And because of this, he wasn’t made aware the spark plug was the issue. Mr A explained that, had he been made aware of this, he would’ve chosen to have his car taken to a garage as it was a simple issue he felt could’ve been fixed the same day. And Mr A explained his belief that T should carry spark plugs due to how often these fail, and if T had his car could’ve been repaired on the roadside. So, Mr A wanted UKI to refund him the £240 he paid for the recovery to his home address, and compensation for the inconvenience he was caused, included time lost on his holiday.

UKI responded to the complaint and didn’t uphold it. They thought T had acted fairly, based on the information available to them at the time they ran the diagnostics. And they explained a repair wouldn’t have been possible at the roadside, as a compression test would’ve been needed alongside the replacement spark plug. So, they didn’t think they had done anything wrong and because of this, they didn’t think they needed to do anything more. Mr A remained unhappy and so, he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They recognised the inconvenience of the situation, and the financial impact this had on Mr A. But they didn’t think they had evidence that showed T, acting on behalf of UKI, had acted unreasonably or unfairly. And they didn’t think there was a possibility of a roadside repair, considering the work that was completed by Mr A’s own mechanic. They also didn’t think it could be guaranteed that, had UKI recovered Mr A to a local garage, a repair could’ve been completed that day. So, because of the above, they didn’t think UKI needed to do anything more.

Mr A didn’t agree, and he provided several points explaining why. These included, and are

not limited to, his continued belief that, had T diagnosed the error correctly, he would've chosen to be recovered to garage. And he felt his car would've been repaired on that day, meaning he was able to continue with his holiday without being recovered home. So, he maintained his belief he should be refunded the £240 he paid, and to be compensated for the inconvenience he suffered. Our investigator considered these points, but their outcome remained the same. Mr A continued to disagree and so, the complaint has been passed to me for a decision.

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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr A. I don't doubt the inconvenience Mr A would've been caused by the breakdown, and how this would've been made worse by the fact it happened while he was travelling to his holiday destination. And I appreciate Mr A purchased the Breakdown Cover insurance policy with UKI to help assist him both practically and financially in situations such as the one he found himself in. So, as Mr A doesn't think UKI did this, I can understand why he'd feel unfairly treated and want to be reimbursed for the costs he paid, as well as compensated for the inconvenience he suffered.

But for me to say UKI should refund Mr A, or compensate him additionally, I first need to be satisfied they've done something wrong. So, I'd need to be satisfied they failed to act within the terms and conditions of the policy Mr A held when processing the claim as they did. Or, if I think they did act within these, I'd need to be satisfied they acted unfairly in some other way. And in this situation, I don't think that's the case.

I've carefully read through the terms and conditions of the policy Mr A held, thinking about the level of cover he'd paid for. And these explain that if Mr A broke down, they would *"come out to you if your vehicles broken down a quarter of a mile or more from your home"*. It's not dispute Mr A was broken down more than a quarter of a mile away, and I can see UKI instructed T to attend Mr A's car, and T did so within an hour of them receiving notification.

The terms go onto explain that *"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 to a single destination somewhere else, as long as it's 10 miles or less from where the breakdown happened."*

In this situation, T was unable to repair Mr A's car at the breakdown location. While I note Mr A states T should've been able to do so, and he's questioned the validity of the diagnostic results T obtained, UKI have confirmed that even if T had been able to identify the fault could be repaired solely with a replacement spark plug, this wouldn't have been a possibility at the roadside as T didn't carry a replacement spark plug, and they would be unable to complete all the tests required to confirm a full repair. So, I think it's reasonable for me to assume that T would never have been able to get Mr A's car going at the roadside.

So, in this situation, Mr A had two options available to him which was to have his car recovered to a garage, or to be recovered to another location which Mr A chose to be his home address. And from UKI's system notes, I'm satisfied Mr A was presented with both

these options. And I think he was made reasonably aware recovery to his home address, would incur an additional cost due it's distance. And he chose this option knowing this.

But I recognise Mr A thinks that, had T diagnosed his car correctly, he would've chosen to take his car to a garage, rather than be recovered home. First, I want to state clearly that, while I do recognise T's diagnostics differed from the one of Mr A's local mechanic a few weeks later, I've seen nothing to suggest T's diagnostics were incorrect at the time they were undertaken. And I've seen nothing to suggest the equipment T used was in any way faulty. So, I don't think UKI were unfair to rely on the information these tests provided to T, and I don't think there was anything to suggest UKI should've instructed a separate mechanic to rerun them.

But even if this was the case, and I follow Mr A's train of thought that T should've been able to tell him a replacement spark plug was needed, I don't think I can be sure that this would've changed the decision Mr A made at the time, or that it would've mitigated the inconvenience caused to him.

This is because by this time, it was already mid-afternoon on the day in question. So, I don't think I can be satisfied beyond reasonable doubt that Mr A would've been recovered to a garage that had the part, and labour, availability to complete the repair on that day. And Mr A was already aware he wasn't entitled to a courtesy car on his policy, nor was he able to hire a car himself and continue with his holiday which was, from what I've seen, his main priority. Because of this, I don't think I can be satisfied Mr A would've chosen this option at that time, considering he was still able to be recovered home and this option allowed him to continue with his holiday as he wanted.

So, because of the above, I'm satisfied UKI acted within the terms of the policy when processing Mr A's claim. And I think they acted fairly when doing so. And for these reasons, I don't think UKI need to do anything more on this occasion.

I understand this isn't the outcome Mr A was hoping for. And I want to reassure Mr A I don't dispute the situation would've been inconvenient for him and I do appreciate he's been impacted financially. But crucially, when a car breaks down, it is to be expected that there will be a level of inconvenience caused, and this isn't the fault of UKI. And, while I don't doubt looking back retrospectively Mr A now feels he would've chosen a different option, my decision focuses solely on the actions UKI took at the time, based on the information they had available to them in the moment. And this is the same for the decisions Mr A made himself. So, while I understand Mr A's holistic view after the event, I'm not satisfied that UKI did something wrong that prevented Mr A from making an informed decision at the point his car had broken down.

My final decision

For the reasons outlined above, I don't uphold Mr A's complaint about U K Insurance Limited trading as Green Flag.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 December 2023.

Josh Haskey
Ombudsman