

The complaint

Ms Y complains about the service she received when she made a claim under her breakdown policy with U K Insurance Limited trading as Green Flag ("UKI").

UKI is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As UKI has accepted it is accountable for the actions of the agents, in my decision, any reference to UKI includes the actions of the agents.

What happened

In mid-2023, Ms Y's car broke down in the early hours of the morning. Her husband and two children were in the car with her. She called UKI who arranged for a recovery vehicle to be sent to her.

Ms Y says the recovery driver was rude and aggressive towards her. She says he didn't introduce himself or attempt to repair the vehicle. He just wanted to take the vehicle away. Ms Y phoned UKI to check what her insurance covered. She told UKI the driver was being rude and had said he wasn't a taxi service. UKI told Ms Y that the terms of her policy entitled her to have her vehicle taken 10 miles away. The garage Ms Y wanted her vehicle to be taken to was 13.5 miles away. UKI suggested she ask the driver if she could pay him to take them the additional 3.5 miles. Ms Y decided to cancel the call out and make arrangements with another breakdown service provider. She said she wanted to make a formal complaint against UKI because she wasn't happy with how she'd been treated.

Ms Y subsequently raised concerns that there may have been an issue of racism in the recovery driver's behaviour towards her. She questioned if the recovery vehicle would have been big enough to take her, her family and their luggage. She also complained that she hadn't been given clear information about her policy entitlement.

UKI said it wasn't able to get the recovery driver's version of events from the service provider. However, the service provider had assured it that based on the driver's character there would have been no racism involved. UKI said it had listened to a call recording with the driver in the background and, from what could be heard, he sounded polite and respectful.

UKI said the service provider had assured it the vehicle that was sent to Ms Y would have been enough to move her car and there was space for all four passengers in it. If there hadn't been enough space, it would have looked into arranging a taxi to the specified location. However, as Ms Y had taken the decision to cancel the recovery, this situation didn't occur.

UKI acknowledged that its communication with Ms Y should have been clearer, and it should have logged a complaint sooner. It paid Ms Y £100 as an apology for this.

Ms Y remained unhappy and asked our service to consider her concerns. Our investigator didn't think Ms Y's complaint should be upheld. She didn't think there was evidence to show that UKI had discriminated against Ms Y. She didn't think it was unreasonable for UKI to tell Ms Y she'd need to make a private arrangement with the driver for the additional miles when

the policy only covered a distance of 10 miles. She thought the £100 UKI had already paid Ms Y was enough to resolve the complaint.

Ms Y disagreed with our investigator's outcome. She said the distress caused by the incident was significant. It was a vehicle breakdown with passengers including children. She said she made three calls to UKI during the breakdown. She'd asked directly for information about her breakdown cover, and it could not provide this. She said she was left in a position with the third party recovery it had sent. She said after many calls she got the information, but it wasn't provided when she needed it on the day of the breakdown when she was being asked to negotiate payment to recover her car. She said she would like compensation from UKI and an apology for this to never happen again.

As Ms Y disagrees with our investigator's outcome, her complaint has been passed to me to decide.

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've decided not to uphold Ms Y's complaint. I'll explain.

Ms Y has also brought a complaint about the sale of the policy to our service, which is being considered separately. In this decision, I'm only considering the service she received in relation to her claim.

The policy's terms and conditions say:

"Roadside help

We'll come out and help you if your vehicle's broken down a quarter of a mile or more away from your home, or from the place where you usually keep it.

Local recovery

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, or no further away than the repairer we've recommended..."

Ms Y says the recovery driver didn't attempt to repair her vehicle. It's unclear from the documentation I've seen whether the driver attempted a roadside repair or what his reasons might have been for not doing so. However, Ms Y has said that the driver who subsequently attended also didn't repair the vehicle at the roadside. So, I don't think Ms Y was likely to have been disadvantaged because of this.

Ms Y has raised concerns that there wouldn't have been room to take her and her family in the recovery vehicle. This wasn't mentioned in her calls with UKI on the night of the breakdown. It's unclear if this issue was raised with the driver at the time. However, UKI says the recovery vehicle was big enough to move her car and there would have been space for all four passengers. It says if it hadn't been it would have looked into arranging a taxi to the specified location. So, I don't think the size of the vehicle would likely have been an issue if Ms Y had decided to go ahead with the recovery.

Ms Y says the recovery driver was rude and aggressive towards her. She thinks his behaviour might have been race related. She says the breakdown occurred in a predominantly white area. The driver didn't use any inappropriate words, so she couldn't tell if it was direct racism. She says he didn't tell her his name or offer his ID, he turned his face away from her, he told her he wasn't a taxi service, shut her down and walked away.

UKI says the service provider wasn't able to get the driver's version of events because he was off work due to bereavement. It says the service provider assured UKI that there would have been no racism involved based on the driver's character.

I've listened to the telephone conversation Ms Y had with UKI while the recovery driver was there. It's clear from the call that Ms Y was upset and felt uncomfortable with the driver. She said he seemed agitated and angry at them. In the call, Ms Y said the driver had said he would tow the car to a garage, but it wouldn't take them anywhere. She said she had two children in the car. They'd just had a six hour flight and she wanted to go to her mum's house which was around half an hour away and near the garage they wanted the car to be dropped at. She said the driver was unprofessional and said he wasn't a taxi service.

It seems from what Ms Y said in the call that the disagreement between her and the driver related to him not being willing to take the car and her family to different destinations. The terms of the policy only required the driver to take Ms Y, her family and her car to a single destination. So, I think the driver was likely to have given her the correct information, but it's possible this wasn't delivered in a professional or helpful way.

During the phone call with UKI, the driver asked Ms Y for a postcode. Ms Y says the driver aggressively knocked on the window of her car and told her he didn't have time when she asked him to wait. I can hear the driver in the background of the call. Ms Y asks him if he'll give her five minutes. The driver says he can't give her five minutes, he's asking for her post code because he's on the phone. Ms Y asks if it's for the garage. The driver says, "yes please" and Ms Y's husband gives him the post code.

I think it was likely to have been a stressful situation for Ms Y. It was around five in the morning and she and her family were trying to get home after a long flight. I appreciate Ms Y felt that the driver was being rude when he interrupted her conversation with UKI. But it seems he was trying to get the information he needed to progress with the recovery. Ms Y's husband was also in the car and was able to give him the information he needed. I don't think the driver sounded aggressive in the part of the conversation I heard, although I do appreciate that I didn't hear the rest of the driver's interaction with Ms Y.

Ms Y says UKI wasn't able to give her information about her breakdown cover in the three calls she made to it on the night of the incident. UKI has acknowledged that the first call handler Ms Y spoke to should have confirmed the policy entitlement and what should be expected during the claim, but they didn't do so. I haven't been provided with a recording of Ms Y's second phone call with UKI. However, in the third call UKI clearly explained what the policy entitlement was. This was around 40 minutes after her initial call.

I'd like to assure Ms Y I've taken her concerns seriously. However, I must explain that our service doesn't have the power to make a finding of discrimination under the Equality Act 2010 – that is only something the Courts can do. But, in deciding whether Ms Y was treated fairly, I've taken the Equality Act into consideration, alongside all the evidence provided by both parties.

Having considered everything, I can understand why Ms Y feels that the driver's behaviour towards her might have been to do with her race. But there isn't sufficient evidence for me to

conclude that was the case. I hope it helps Ms Y to know that someone impartial and independent has looked into her concerns.

UKI has paid Ms Y £100 to compensate her for poor communication during the breakdown and in dealing with her complaint. I think this is reasonable.

I know my answer will be disappointing for Ms Y, but I don't require UKI to do anything further in relation to this complaint.

My final decision

For the reasons I've explained, I don't uphold Ms Y's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Y to accept or reject my decision before 11 January 2024.

Anne Muscroft
Ombudsman