

The complaint

Mr and Mrs A have complained about the assistance provided to them when their car broke down and they contacted U K Insurance Limited (UKI) for breakdown assistance under their Breakdown Assistance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. And I'll focus on giving the reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- I think it is more likely than not that UKI's breakdown assistance provider's operative caused significant damage to Mr and Mrs A's car by driving it after it had broken down when he shouldn't have done.
- I accept Mr and Mrs A's testimony that the operative didn't add any oil to the car before driving it as they have been consistent on this from the outset and I find what they've said persuasive. Plus, I have not seen a specific testimony from the operative himself to say he did this. Although I do accept the garage he worked for has said he did.
- If Mr and Mrs A's car had already suffered catastrophic damage at the point the operative attended I do not see how he could have started it or driven it. This doesn't mean it hadn't already sustained significant damage, but if it had been catastrophic as UKI has suggested I really can't see how the operative would have been able to start or drive the car.
- I have noted UKI's engineer's point that the engine got hot and seized and it had then cooled by the time the operative got there and this combined with the fact he added oil meant he could restart it. But I'm not persuaded this is what happened.
- I have also noted UKI's point about Mr and Mrs A's car having a previous oil leak. But I'm satisfied this was fixed well before the incident I am considering occurred.
- However, I agree that due to an issue with the oil pump Mr and Mrs A's car had most likely suffered quite significant damage by the time the operative attended and it would have cost them a significant amount to have this damage repaired.
- It is difficult to know how much this would have cost, but as a fair and reasonable outcome to Mr and Mrs A's complaint I think a payment of 50% of the cost of a reconditioned engine and associated costs, less what UKI has already paid them for the timing belt is right.

- As Mr and Mrs A had to pay out 50% more than should have been the case for repairs to their car as a result of UKI's agent's error, I consider it fair and reasonable for UKI to pay interest on the amount due to them from the date they paid for the repairs until the date UKI makes this payment.
- I don't think UKI needs to pay anything towards the cost to Mr and Mrs A to hire a car while theirs was in for repair, as I am not persuaded it was in for longer purely as a result of the error by UKI's roadside assistance provider's operative.
- I think the whole process was very stressful for Mr and Mrs A. And because of the particular impact on Mrs A's health, I think a further £100 compensation is fair and reasonable for the distress and inconvenience they experienced.

Putting things right

For the reasons I've set out above, I consider the fair and reasonable outcome to Mr and Mrs A's complaint is for UKI to pay them 50% of what it cost them to have a reconditioned engine fitted and the other things associated with this, less what it has already paid them.

According to the invoice provided by Mr and Mrs A, which I am satisfied with, this means UKI must pay them a further £2,299.98. UKI must also pay Mr and Mrs A interest on this amount at 8% per annum simple from the date they paid the invoice to the date of payment. This is to compensate them for being without these funds. Finally, UKI must pay Mr and Mrs A a further £100 in compensation for distress and inconvenience.

My final decision

My final decision is that I uphold Mr and Mrs A's complaint about UK Insurance Limited and order them to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 22 November 2023.

Robert Short
Ombudsman