

The complaint

Mrs B complains about U K Insurance Limited's ("UKI") handling of her claim under her roadside assistance insurance.

Mrs B's complaint has been brought on her behalf by a representative who I'll refer to as Mr B.

What happened

Mrs B says her motorhome had a flat battery and, as well as not starting, it was also showing an error light. Mr B called UKI who sent a technician and he tried to jump-start the motorhome. Mr B says smoke started appearing from the battery terminals and the motorhome didn't start properly. Mr B says the technician then suggested he get a mobile mechanic out to fix the issue as there wasn't anything he could do. Mr B says the technician also said he couldn't recover the motorhome as his truck wouldn't fit down the narrow drive.

Mr B says he then had to call his own garage who sent their recovery agent to recover the motorhome. Mr B says the recovery driver got the motorhome started, loaded it on to his truck and took it to the garage. Mr B says the garage replaced the battery, but Mr B had to pay for the recovery and the work carried out – he also says UKI's technician damaged the electrics and the consumer board when the terminals started smoking during the jump-start. Mrs B complained as she believed UKI damaged her motorhome but also didn't provide her with the service she was entitled to under her policy.

UKI responded and explained their technician tried to jump-start the motorhome and the alarm came on. They said he instructed Mr B to start it again, and it did start. UKI said Mr B told the technician he'd bought a new battery and asked the technician to replace the battery. They said the technician explained he couldn't change the battery as he didn't have any tools in his van, and he suggested Mr B look for a mobile electrical mechanic. UKI said they understand Mr B contacted a mechanic on the phone who said the way in which their technician attempted the jump-start might've damaged the motorhome.

UKI said they referred this to their engineer, and he explained these types of vehicles can be jump-started safely and the voltage used was within normal operating range of the vehicle. They also explained the technician didn't replace the battery because the battery must be tested. UKI said their technicians do not change parts supplied by customers because something might go wrong.

UKI said they'd also spoken with their technician, and he said, the fact that the motorhome started and ran, indicates that no damage was done to the electrical system. He said there is nothing he did which would've caused any damage to the motorhome. UKI said the complaint isn't upheld because they don't have any evidence showing the technician damaged the electrics. They said they can't refund the money paid to the garage because they don't cover the cost of parts or repairs.

Our investigator looked into things for Mrs B. He thought UKI had acted unfairly in not recovering Mrs B's motorhome to a garage and recommended they reimburse Mrs B the £90 paid for recovery together with 8% simple interest. UKI disagreed so the matter has come 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've decided to uphold the complaint. And, I think the investigator's recommendation here is a fair way to resolve matters.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The key dispute here relates to the attempts made by UKI's technician to jump-start Mrs B's motorhome and whether this was responsible for the damage which occurred. Mr B says when the technician tried to jump-start the motorhome, smoke started coming out of the battery terminals and this caused damage to the electrics and the consumer board. Mr B says a mechanic told him that a battery stabiliser should've been put on first before jump-starting the motorhome. Mr B says, as a result of the technician's error and also not recovering his motorhome - which he believes they should've done under the policy - he had to pay £234.99. The information shows Mr B submitted invoices showing a fee of £90 for recovery and £54 for labour and a receipt for a battery for £90.99.

Recovery of motorhome

My starting point is Mrs B's breakdown policy booklet. This sets out the terms and conditions and shows the sections covered by Mrs B's 'Premium UK' level of cover. This shows Mrs B has 'Homecall' and this says, *"We'll come out and help you if your vehicle's broken down within a quarter of a mile of your home or at your home. If we can't get you going then we'll recover...your vehicle to a local garage..."*

Mr B says UKI's technician wasn't able to get the motorhome started and recommended he contact a mobile electrical mechanic. He says the technician also explained he wouldn't recover his motorhome due to the road being too narrow. He says, despite this, the garage he appointed to carry out the repairs sent a recovery driver who was able to get Mr B's motorhome started and loaded onto his truck. UKI say their technician was able to get the motorhome started so a recovery wasn't necessary. UKI say as they managed to get the motorhome started at Mrs B's home that would be the end of the service in line with the policy terms.

The information shows UKI, as part of their investigation into the complaint, asked the technician for his recollection of events. He said, *"Upon attempting to jump start the battery terminals smoked but this is likely to have been caused by corrosion on the battery terminals or the grease which is normally applied to them. The van started and ran normally upon our jumpstarting it. The fact that the van started and ran normal indicates that no damage was done to the customers electrical system."*

I can see Mr B says there would've been no need for him to ask his garage to arrange a recovery agent if his motorhome had been started by the technician.

I've taken into account all the information, and I think it's more likely than not the motorhome wasn't started properly. I say this for a number of reasons. Firstly, I've looked at the job sheet and this says, *"Customer has new battery to re-place, will get mechanic out."* There's a heading which says 'Description of work carried out/mechanic's comments', but this has

been left blank. There's no information here which suggests the motorhome was successfully jump-started. Had that been the case, I would've expected the technician to have recorded that on the job sheet. Instead, it notes that the technician was asked to replace the battery. So, it's clear there was a discussion about this. Had the motorhome started, without any issues, I'm not persuaded Mr B would've asked the technician to replace the battery. I acknowledge the technician has provided his recollection of events, but this was around two weeks after the event whereas the job sheet is a contemporaneous account of what was seen and discussed on the day – so I'm more persuaded by what's on the job sheet. And as mentioned, this shows a discussion had taken place about replacing the battery and no notes to suggest the motorhome was restarted.

There's also some consistency between the technician's recollection of events and Mr B's account. Both agree smoke appeared from the battery terminals while the technician was attempting to jump-start the motorhome. That being the case, I'm not persuaded this suggests the motorhome started properly. I acknowledge UKI say the motorhome did start, and it might well be the case that it switched on partly as both parties agree the alarm came on. But from the information I've seen I'm more persuaded that it didn't start properly and was running as normal. So, on this basis, I don't think UKI acted in line with the terms and conditions by recovering the motorhome to a local garage. Mr B had to arrange and pay for this, on behalf of Mrs B, himself at a cost of £90. So, I think it's reasonable in the circumstances for UKI to refund the £90 recovery fee to Mrs B. As Mrs B hasn't been in receipt of this money sooner, UKI should also add 8% simple interest per year to this.

Damage to motorhome

I understand Mr B believes the technician, while attempting the jump-start, caused damage to the electrics and consumer board of the motorhome. UKI maintain this isn't the case and they say there's no evidence their technician is responsible for any damage caused.

After the technician left, and following their suggestion to contact a mechanic, Mr B says he spoke with a garage over the phone. He says the mechanic told him a problem like this should've required a battery stabiliser putting on for about 30 minutes first before even attempting to jump-start the motorhome. Mr B says the mechanic at the garage explained that by just trying to jump-start the motorhome through the recovery truck's battery and normal jump leads, it would be pushing too much voltage which would most likely have damaged the consumer board, and this would likely have affected the electrics.

I can see UKI took this into account and their engineer noted that this opinion was provided by the mechanic over a phone call and without having inspected the motorhome. UKI then explained to Mr B that it would be more beneficial for them to have a report from a mechanic who had actually inspected the motorhome and ask him if he's able to get this. UKI also obtained a statement from their technician who attended Mrs B's home and he said the voltage used by him was within the normal range required for the motorhome. He said, *"To conclude there is nothing that we did which would have caused any damage to the customers van as under normal running conditions the customers van charging system would provide 14.5 to 14.7 volts and under certain conditions the alternator can run up to 16 volts without being faulty."*

I can see UKI then contacted Mr B's garage where his motorhome had been recovered to, and the claim notes say they said the battery had shortened *"...but they can't provide an opinion on what has caused this."* The invoice from the garage notes the technician's comments as, *"Vehicle came in died no start test battery, looked to have shortened out fit new battery (supplied) check alternator for correct charge and carry out road test."* So, taking this into account, I'm not persuaded the evidence shows there was any damage to the motorhome's consumer board or electrics. I'm not persuaded by the opinion of the mechanic

Mr B spoke with over the phone as he didn't inspect the motorhome. I'm more persuaded by the garage who carried out the work to fit a new battery as they've inspected the motorhome, diagnosed the issue and carried out the repairs. And the invoice notes the issue being with the battery becoming shortened but there's no evidence of there being an issue with the consumer board or electrics.

The information does show there was a problem with the battery shortening but the garage say they can't provide an opinion on what caused this. UKI also contacted the recovery driver sent by Mr B's garage and asked for his opinion on the damage and the likely cause. He says, "*I have obviously no proof that your agent/tech caused any of the problems...*" So, from the information I've seen, I'm not persuaded any damage was caused by UKI's technician. I'm particularly persuaded by the garage's opinion as they inspected the motorhome and also carried out repairs so they would be in a position to comment on any damage. And in this case, they haven't said any damage was caused by UKI's technician.

Putting things right

I've taken the view that UKI should've recovered Mrs B's motorhome, and this led to a cost of £90 to get it recovered. So UKI should refund Mrs B the £90. UKI should also add 8% simple interest per year on the £90 from the date it was paid, on 18 August 2023, to the date of settlement. UKI should provide Mrs B with a certificate showing any taxation deducted.

My final decision

My final decision is that I uphold the complaint. U K Insurance Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 22 March 2024.

Paviter Dhaddy
Ombudsman