

## The complaint

Mrs S complains Ageas Insurance Limited didn't act correctly under her roadside assistance policy and left her by the roadside for six hours.

A number of other companies have been involved in this complaint, but as Ageas are responsible for it, I've just referred to them in this decision.

## What happened

In March 2021 I issued my provisional decision setting out what'd happened, what I thought about that, and how I thought things should be put right. I've included that information below, and it forms part of this final decision.

*On 25 August 2019, around 1am, Mrs S called Ageas because her motorbike had broken down. She let them know she was on her own and was told they'd get a tow truck out to her. She was called back and told because it was a busy Bank Holiday weekend, they didn't have anyone available, so they'd sort out a taxi to take her to a hotel for the night. Mrs S ended up sitting on a park bench between 1.16am and 6am when a tow truck turned up. Mrs S says they kept telling her they were trying to get a taxi, but nothing turned up. Mrs S says at one point she was told a bike or car would be hired for her to get home – but she didn't feel comfortable with a bike as she'd been awake all night at this point. She didn't think the further three-hour journey she had ahead of her would be safe considering her tiredness.*

*After the tow truck arrived Mrs S says the technician told her he had no experience of loading bikes on to his truck, so she had to help him. She was told there was no one to get her home, so she had to get the train and the tow truck driver would drop her at the station. She asked about a refund of the train ticket, and says she was told it'd maybe be refunded which she wasn't happy with.*

*Mrs S was on a camping trip, and had been riding a motorcycle, so she had an awful lot of items to carry, and she had to take several trains to get home. Ageas also told her initially her bike would be delivered on the Tuesday, and it was finally delivered on the Wednesday. And I understand from Mrs S' conversations with the garage, the bike wasn't handled particularly well when it was delivered – arriving with a flat battery, soaked seat, and it seems wasn't easily dismantled from the truck.*

*Due to all these issues Mrs S complained to Ageas – and was told on the phone they'd offer her compensation which she didn't think was enough.*

Ageas said in relation to the roadside recovery they attempted to find numerous people to recover Mrs S, but unfortunately couldn't. So around 3am after two hours of trying they then said they'd try and arrange a taxi and a hotel for her. But they couldn't find suitable accommodation either. Around 4.50am they were able to find someone to come out to her within 90 minutes, and the recovery company did that. They said they understood at this time Mrs S' vehicle was loaded on to the truck, and she was taken to the train station. For this, Ageas offered £50.

Ageas said Mrs S's bike then wasn't delivered to the garage when they said it would be, and they understood the vehicle wasn't in a good state, and the driver had difficulties removing the bike from his truck. For this, they offered £30.

Ageas summarised by saying they agreed with Mrs S's complaint points, so overall would pay her £80 compensation – and they'd already refunded her the cost of her train tickets. Mrs S asked us to look into things and provided her information to support her complaint. We asked Ageas to provide us with their side of things as well – and when they did they said they were prepared to increase the offer of compensation to £200.

Our investigator considered everything that'd happened, and overall felt that although Mrs S had been left alone at night, didn't think Ageas had caused delays and they had kept her updated. He added that Ageas had offered Mrs S a car and a bike as a hire to get her home, which she'd turned down. And they'd discussed getting the train home, which Mrs S agreed to. Because of this, he felt £200 was fair to resolve matters.

Mrs S didn't agree this was fair. I've summarised what I see as the most relevant points regarding her complaint:

- If this had happened during the day then that'd have been fine, but one of the reasons for getting breakdown cover is so you don't have to wait until daylight for recovery.
- She had to help the driver load the bike as he couldn't do it himself – and when the bike was delivered to the garage it took four people to get it off the truck. The truck itself also wasn't suitable for a bike as it had a gap on it.
- The keys had been left in the bike with the ignition on meaning the battery was flat.
- She says she didn't refuse a car as if she needed to stop for a break she could just pull over, lock the doors and be safe inside while she rested.
- Getting a train back wasn't appropriate because it was August Bank Holiday weekend, train drivers were on strike, and she had camping gear to carry.
- If she'd been offered the option of a relay service by recovery operators to get her home, she'd have taken that – given what she's mentioned above – but she wasn't.

Our investigator asked Ageas for some further information and asked if they'd increase the offer. Ageas said they'd offered Mrs S a hire car which she'd refused. But as they were recovering her bike to a garage this wasn't something they had to do as it wasn't part of the policy so they'd offer it as a gesture of goodwill – and having already increased the offer several times wouldn't increase it further.

Having considered matters again, our investigator said he'd listened to some calls and Mrs S had refused a car, and overall still felt £200 was fair. As Mrs S didn't accept this, the complaint's been passed to me to decide.

## **What I've provisionally 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.*

*For the avoidance of doubt this decision does cover all the issues Mrs S has raised about Ageas' handling of her recovery – including the issues she's mentioned about her bike being dropped off at the garage.*

*It's not in dispute that Ageas have let Mrs S down – they've acknowledged this quite explicitly in their final response, so the question is what a fair and reasonable outcome should be for what happened.*

*So far, £200 is what Ageas have said they think is fair, and Mrs S hasn't accepted. I've looked at what happened to decide what I think an appropriate amount of compensation is.*

Could Ageas have recovered her earlier?

*Ageas have explained in several phone calls with Mrs S that the time she got in touch was around the same time when the drivers of many of their recovery operators would be finishing up. They could only work a set number of hours. I understand this is common practice and would seem to make sense given the potential risks of driving when you've not had enough rest – as Mrs S herself has referred to – but I don't think it means it's OK to leave someone by the roadside for as long as Ageas did.*

*I agree with Mrs S this isn't good enough, and I note Ageas have said they've let her down as well. So, I'll need to weigh up what I think fair compensation is for this issue which I'll come to at the end.*

Hotel and taxi option

*The key problem here was finding a hotel to take Mrs S to – rather than just sourcing a taxi which I suspect Ageas could have done with some ease. Ageas said they'd tried to find a hotel to take her to, but it just wasn't possible. Given it was a Bank Holiday weekend, I don't find this surprising. So, although I'm sure Ageas could have found Mrs S a taxi, they couldn't find a hotel to take her to.*

*I do think they've tried to help Mrs S here, so I don't think there's more I could ask Ageas to do on this front.*

Did Ageas offer options for getting Mrs S home

*In one of the calls Ageas did clearly set out the options for Mrs S – which is that she could take a train home, or they could offer to recover her but one driver couldn't take her all the way home. So they'd have to drop her somewhere and then get her picked up again but that'd potentially cause further delays for her. Mrs S says that's fair enough, and she ultimately decides to accept the offer of a train. Mrs S says she's quite happy to get the train if she knows she's going to be reimbursed for it. So, although I've considered what she's said about getting the train home with all her camping gear, Ageas ultimately did reimburse her for the costs of the train fare, which she's said she was happy to do at the time. So, I've not considered this any further.*

*Mrs S has also said she wasn't offered the option of a car. But, again, listening to the calls I'm satisfied she was and her response to that is she needs to get some sleep. I don't think it's as clear as it could have been when discussing matters with Mrs S. And she's said she would have accepted a car but I've not seen any evidence of that. So, I do think Ageas could have done a bit more to make things clearer, but I also can't hear Mrs S asking for this as an option which, since it had been touched on, wouldn't feel unreasonable to me.*

*Ageas have said this was offered as a gesture of goodwill, because recovering Mrs S's bike and giving her a hire car wouldn't usually be offered under the policy. But, as Mrs S didn't get the hire car, I've not needed to consider this further.*

Dropping the bike back to the garage

*Mrs S has raised, as part of this complaint, issues she had arranging for the bike to be dropped off at the garage. Firstly, she's been told it'd be dropped off on Tuesday, and then on the Wednesday but she wasn't told about this changing. In an earlier call Mrs S had been led to believe if there was no one at the garage when her bike was delivered it may just be left outside – with the keys posted through the door. Given everything that's happened I can see why that'd be frustrating and concerning for her.*

*She's also mentioned issues regarding getting the bike off the truck. I can't compensate Mrs S for that, as any issues there would really be between the garage and Ageas. But I think Mrs S makes this point to illustrate the concerns over how the bike has been handled by Ageas' recovery agent. She's said the keys were left in the ignition which caused the battery to go flat, and that the seat was soaking wet.*

*Mrs S did raise this as an issue to Ageas even though I can't see they've addressed it. But, overall, she's been clear and consistent about issues with the recovery operator from the beginning – saying she's had to help them get the car on the truck. This can point to Mrs S's bike not being handled with care as she's said.*

*Given that, I'm satisfied if Mrs S can produce evidence of costs associated from the garage of work carried out to rectify the issues with the wet seat, and flat battery, it'd be appropriate for Ageas to meet this.*

Compensation

*As Ageas have acknowledged they've not treated Mrs S fairly. I think there's been problems from start to finish which is disappointing – all of which I've considered even if I've not reflected them in this decision. I think the timing of Mrs S's breakdown was unfortunate, in that it led to a number of people not being available. And I've not ignored the concerns she's raised about being a lone female being left stranded in the middle of the night – she's told them this several times, and in phone calls sounds weary about all the issues.*

*Taking everything into account then, I'm satisfied a total of £400 is a fairer reflection of the issues Mrs S has experienced. I note Ageas have made some offers of compensation – so if they have paid anything already, they can deduct this from the payment made.*

## **Responses to my provisional decision**

Mrs S replied and provided a copy of the receipt for the work the garage had to do.

Ageas said they were prepared to accept my decision providing Mrs S provided a receipt and the costs were reasonable.

## **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.

As neither party have disagreed with my outcome, I still think the case should be upheld for £400 compensation, and Ageas need to refund Mrs S the cost of the repairs for the damage it seems was caused.

The receipt Mrs S has provided shows £45 costs for a new clutch cable, and £15 costs for the battery – total cost to her of £60. No costs are mentioned for the wet seat.

We put the receipt over to Ageas, to ask if it'd be covering the £45 for the clutch cable as well. They said to bring matters to a close they were prepared to do so.

## **Putting things right**

I order Ageas to:

1. Refund Mrs S £60 as explained above.
2. Pay Mrs S 8% interest from the date of payment, to the date the complaint is settled\*
3. Pay Mrs S a total of £400 compensation

\*HM Revenue and Customs requires Ageas to deduct tax from the interest payment referred to above. Ageas must give Mrs S a certificate showing how much tax they've deducted if she asks them for one.

## **My final decision**

It follows I uphold this complaint and order Ageas Insurance Limited to settle the complaint as set out in the "putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 25 May 2021.

Jon Pearce  
**Ombudsman**