

The complaint

Miss L complains about how her insurer, Ageas Insurance Limited (Ageas) dealt with a claim under her breakdown policy.

References to Ageas in this decision include their agents.

What happened

In October 2023 Miss L's vehicle had a problem while driving on a motorway, but she was able to return home. She called Ageas to request assistance. An engine warning light came on while Miss L was driving. She pulled over and called Ageas. She was given an estimated time of arrival of an hour and a half, but the breakdown vehicle didn't arrive for just over two hours. She wasn't updated about the arrival taking longer than estimated.

The recovery engineer diagnosed the issue as a missing drivebelt but wasn't able to fix the issue, as he said he wasn't allowed to carry out those kind of repairs at the roadside. He advised Miss L to contact Ageas to request a recovery truck, which she did. She was given an estimated arrival time, but the recovery truck didn't arrive. Miss L was anxious for the recovery truck to arrive so as to take her vehicle to a garage before it closed, so her vehicle could be repaired the following day, when she needed it for work and to travel to an airport the day after that).

In the event, Miss L was told her vehicle would be recovered the following day. It was picked up later than the estimated time she had been given. This meant her vehicle couldn't be repaired that day, meaning she wasn't able to meet her work commitments or travel to the airport the following day (she had to use public transport to get to (and from) the airport).

Unhappy at what happened, Miss L complained to Ageas.

Ageas didn't uphold the complaint. In their final response, they outlined the sequence of events of the incident, saying the engineer arrived 14 minutes later than the ETA and diagnosed the drive belt issue. Engineers weren't able to replace drive belts and this needed to be performed in workshop conditions. A second recovery vehicle was requested, but the ETA of 120 minutes meant it wouldn't have been possible to recover Miss L's vehicle to her nominated garage before it closed. So, recovery was rescheduled for the following morning.

The recovery truck was delayed by attending another breakdown so didn't arrive until one hour and 38 minutes later than the ETA. Ageas said they couldn't guarantee an arrival time due to delays beyond their control, and in the circumstances of what happened they didn't consider the time taken to assist Miss L was unacceptable. However, Ageas appreciated there were delays and offered £20 as a goodwill gesture.

Separately, regarding reimbursement of the public transport costs she'd incurred, Ageas said the policy terms and conditions meant that as the breakdown occurred at her home address, she wasn't covered for alternative travel arrangements. While she had first experienced problems more than 20 miles away, they considered the breakdown occurred at her home address.

Miss L then complained to this Service. She said she'd made work commitments which she'd had to cancel because of the recovery vehicle arrival taking longer than estimated and she wasn't able to find alternative public transport options. Having to use public transport to travel to (and from) the airport affected her experience of the holiday she had planned and had to leave her vehicle at the garage for a week.

She thought Ageas should have responded more quickly to her breakdown, meaning it took some 22 hours for her vehicle to be recovered to the garage. And Ageas hadn't communicated with her as they should to keep her informed. She was also unhappy at being told she didn't qualify for the policy provision for contribution towards the cost of alternative transport. The whole experience had been very stressful, she'd lost income from being unable to meet her work commitments. She didn't think Ageas's offer of £20 compensation was sufficient for her experience and loss of income, thinking £500 compensation would be appropriate. She also wanted reimbursement for the public transport costs she'd incurred (£40) and the cost of calls made during the incident (£20). She was also unhappy at how Ageas had handled her complaint.

Our investigator didn't uphold the complaint, concluding Ageas had acted fairly. She didn't think there had been avoidable delays (other than recovering the vehicle to the garage on the Saturday morning) and the policy was clear a breakdown couldn't always be fixed in situ. Ageas also acted fairly in declining to cover the costs of public transport to (and from) the airport. And their compensation offer was fair.

Miss L disagreed with the investigator's view and requested that an ombudsman review the complaint. She wasn't content with the service she'd received from Ageas and that they hadn't provided a better and quicker response. This had affected her daily routine and mental health. She wasn't updated on delays, and she was left stranded for 22 hours and her vehicle took longer to be fixed, meaning she had to use public transport for the whole weekend, which has caused her anxiety. Given this, she thought it reasonable to be reimbursed for the public transport costs, loss of earnings and phone bills as well as compensation for the stress and inconvenience she'd suffered. She also questioned the precise timings involved in the incident.

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.

I'd first want to acknowledge what Miss L has told us about her circumstances, including her health. I recognise the impact this will have had on her, and I've borne this in mind when deciding, as is my role here, whether Ageas have acted fairly towards Miss L.

There are several aspects to Miss L's complaint, but the key issue is the overall time taken for Ageas to respond to her breakdown and recover her vehicle to the garage. Miss L says it took some 22 hours from when she first contacted Ageas on the Friday afternoon to her vehicle being recovered to the garage late morning the following day. She thinks it should have been much quicker, which would have meant her vehicle recovered to the garage the same day (Friday) and for it to be repaired and returned to her the following day.

Other issues include a lack of communication during the incident, Miss L having to use public transport over the weekend and get to (and from) the airport and Ageas declining to reimburse the public transport costs she incurred (and phone calls and loss of earnings). On the first issue, I've considered the timeline of events from when Miss L first contacted Ageas to request assistance on the Friday afternoon. From what she's said and Ageas' case

notes, her vehicle engine management warning light came on while she was driving on a motorway. But she was able to return home and call Ageas from there. After checking eligibility, the recovery was allocated to a recovery agent with an estimated ETA of 91 minutes.

The recovery agent arrived some 14 minutes after the ETA and wasn't able to fix the issue at Miss L's home. Ageas say this was because of the nature of the repair (replace a drive belt) which they say wouldn't be something a recovery agent could do in situ, it would have to be in workshop conditions (the garage). I can understand this would have been inconvenient to Miss L, but I don't think it's unreasonable. Not all issues can be fixed on a breakdown callout and the nature of some repairs mean they can only be, or are better, carried out at a dedicated workshop or garage.

At that point, the vehicle would have to be taken on a recovery truck to the garage. Ageas' notes show a discussion with the recovery agent, stating that allowing time for the recovery truck to reach Miss L's location and then recover the vehicle to the garage (and their availability), it would have been closed. So, Ageas then scheduled recovery for the following morning after discussion with Miss L.

I recognise Miss L says the delays meant the vehicle couldn't be taken to the garage before it closed, but the initial recovery agent couldn't have known before they reached Miss L they wouldn't be able to fix the issue in situ, meaning the vehicle would have to be recovered to a garage. So, together with the likely availability of a recovery truck and the time needed to reach Miss L and recover the vehicle, I don't think it was unreasonable to then decide recovery would have to be scheduled for the following morning.

The recovery was assigned with an ETA within the two hour window agreed with Miss L. However, attendance at another breakdown meant the recovery truck arrived later than the scheduled ETA (by an hour and 38 minutes). In turn, this meant the vehicle couldn't be repaired the same day, meaning Miss L wasn't able to make her work commitments or travel to the airport the following day as she had planned. While there can be operational reasons for delays in arriving as scheduled, this delay was more significant and meant the vehicle didn't arrive at the garage until later than planned. In turn, this appears to have meant the repair couldn't take place that day (and Miss L was scheduled to travel to the airport the following day).

I appreciate this sequence of events meant Miss L's vehicle wasn't recovered to the garage for 22 hours from the time she initially contacted Ageas on the Friday afternoon. But given the points I've made about the timeline, I think it's only the delay on the Saturday morning that could reasonably be held to be (at least to a degree) the responsibility of Ageas. Thereafter, the issue would be the time taken by the garage to carry out the repair. I'll come back to the issue of what I think Ageas should do to put this right.

On the issue of reimbursement of the public transport costs she'd incurred, Ageas refer to the following policy wording:

"Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a breakdown in the territorial limits (UK)

- *The vehicle must be repaired at the nearest suitable garage to the breakdown location*
- *The vehicle cannot be repaired the same working day*
- ***The breakdown did not occur within 20 miles of your home address (Ageas' emphasis)***

- *We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost effective option for us.”*

Miss L first experienced problems when driving on a motorway but was able to return home and call Ageas from there. In the circumstances I can understand why she didn't stop on the motorway and call from there, given the additional risk and stress that would have caused. However, the breakdown was called into Ageas from Miss L's home address, and that is where they attended. So, while I can understand Miss L's frustration, the policy wording above would mean she wouldn't be covered for emergency accommodation or alternative transport.

So, I don't think Ageas acted unfairly in declining to reimburse the public transport costs she incurred in getting to (and from) the airport and on the Saturday. I recognise what Miss L has said about the stress to her of travelling on public transport, but I don't think that's something I can reasonably expect Ageas to compensate her for.

Miss L also says she should be compensated for loss of income from her being unable to work (or make work commitments on the Friday afternoon and the Saturday). However, the policy doesn't cover any losses not explicitly covered. Under the section 3. **GENERAL NOTES** and sub-heading *Exclusions* there's the following:

24. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, we will not pay for you to collect the vehicle from a repairer or for any time that has to be taken off work because of a breakdown.”

I think this would reasonably include loss of earnings. So, I don't think it would be reasonable for me to ask Ageas to compensate Miss L for any loss of earnings she may have sustained because of the breakdown and the recovery of her vehicle. Similarly, having a breakdown would inherently mean having to call Ageas to report it and subsequently to contact them to pursue issues associated with it. So, I don't think it reasonable to ask Ageas to pay for the cost of any calls made to them by Miss L.

On communication during the incident, I can see contacts between Ageas and Miss L at several points during the incident, both on the Friday and Saturday. And there are indications of automated messages to Miss L about arrival times of the recovery agents and conversations between Ageas and Miss L.

On the issue of compensation, I recognise Miss L would have suffered distress and inconvenience from the experience of what happened. But as I've concluded I can't reasonably hold Ageas responsible for what happened, other than some element of delay on the Saturday morning in recovering her vehicle to the garage, then I don't think it would be reasonable to award the sum Miss L requested. Having regard to the circumstances of the case, then I think Ageas' offer of £20 is reasonable, even though I recognise this will be very disappointing to Miss L. My understanding is Ageas haven't paid the sum, so I think they should do so now.

My final decision

For the reasons set out above, my final decision is that Ageas Insurance Limited should:

- Pay Miss L £20 compensation for distress and inconvenience.

Ageas Insurance Limited must pay the compensation within 28 days of the date we tell them Miss L accepts my final decision. If they pay later than this they must also pay interest on the

compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 12 September 2024.

Paul King
Ombudsman