

## **The complaint**

Mr and Mrs C have complained about the service they received from U K Insurance Limited trading as Green Flag (UKI) when their campervan broke down on holiday in France.

As we have been corresponding with Mrs C throughout, I shall just refer to her for the most part in this decision.

References to UKI includes all its agents in France also.

## **What happened**

Mrs C had European cover which was underwritten by UKI. On 18 October 2023, whilst travelling in their campervan on holiday in France, they noticed some smoke from the engine and asked for assistance. UKI's European partner provided the service to recover their campervan to a local garage.

Mrs C said there were delays in finding out when their campervan would be repaired and neither the agents in France nor indeed the garage kept her informed. This caused unnecessary distress and costs. Mrs C and her husband travelled back to the UK consequently.

The garage gave Mrs C the campervan back on 26 October 2023. But she was told there were issues with the brakes and the brake pedal was on the floor. But there were no issues with the brakes before the campervan broke down, so Mrs C said it never went into the repairing garage with any issues concerning the brakes at all. The repairing garage agreed to repair the brakes for €175 which Mrs C said she had no option but to pay for this additionally.

She also noticed the campervan was dirty and had scratches in the interior. Plus, she was charged €120 for a water pipe but there was no explanation why the campervan needed any water pipe and there was no evidence it had been installed. There was some damage to the front bumper and quite serious issues with the electrics. She reported this to UKI and asked for their engineer to assess it, but UKI told her to take her campervan to her own garage to obtain a damage report. Mrs C duly did this and the damage from the repairs was fully listed out. Mrs C also completed further repairs to the campervan for the electrics which cost her £720. She then made a complaint and claimed all these issues should be reimbursed.

Following its investigation, UKI partially upheld Mrs C's complaint. They agreed the service from its agents fell short, so it paid £100 compensation. However, it said it had no liability in relation to any of the repairs done or indeed not done by the repairing garage.

As UKI wouldn't change its stance, Mrs C brought their complaint to us. The investigator thought it should be upheld. She thought UKI should reimburse €120 for the water hose which was never installed; £360 for the repair to the front bumper, £720 for the electrical repairs; £117 being the cost of her own garage report on the damage caused by the

repairing garage. She thought interest of 8% simple should be added to these sums. Lastly, she felt that UKI should pay Mrs C a further £300 compensation.

Mrs C agreed but UKI didn't. As a result, Mrs C's complaint was passed to me to decide. I issued a provisional decision on 5 November, and I said the following:

*'Having done so I'm only partially upholding this complaint. I do appreciate that Mrs C will be very disappointed with my decision. However, my role is to see whether UKI adhered to the terms and conditions of the policy Mrs C chose to buy for roadside assistance in Europe and I consider it did. Essentially this means UKI is not responsible for anything the repairing garage in France did or indeed didn't do. I'll now explain why.*

*The policy providing European cover clearly excludes the cost of any spare parts or any repair work that's done at the garage, plus the cost of any phone calls made or received whilst in Europe. The policy terms specifically state the following:*

### **BREAKDOWN COVER IN EUROPE SECTION E – EUROPLUS**

...

#### **What's not covered**

- *We don't cover the cost of phone calls you might to make or receive while you're in Europe*
- *We don't cover the cost of any spare parts your vehicle might need, or any repair work that's done at a garage.*

...

### **SECTION E2 ROADSIDE HELP**

#### **What's covered**

*We'll arrange for a local breakdown firm to come out to your vehicle and try and repair it. Or we'll arrange for you, your vehicle and any passengers to be taken to the nearest repair centre.*

*The most will pay in total towards these things is £250.*

#### **What's not covered**

...

- *Charges for any work done away from the roadside.*
- *The cost of replacement parts and materials.*

### **REMEMBER**

*If the local breakdown mechanic can't repair your vehicle at the roadside, and it needs to be taken to garage, you'll be responsible for any costs from that point. The garage will be acting for you.*

### **ONCE THE REPAIRS ARE DONE**

*It's up to you to collect your vehicle one that has been repaired.*

#### **THINGS THAT AREN'T COVERED**

...

- *labour charges at any garage your vehicle is taken to;*
- *oil, materials or parts' costs;*

...

*If you use a repair garage for anything, they'll be your agent, acting on your behalf. We're not responsible for anything they do, or any problems they cause.*

*We can't give any kind of warranty for the work done by a repairer in a garage, or any kind of promise that they'll fix your vehicle quickly. You'll have to tell them what you'd like them to do and pay for any repairs.*

*We will not be liable for any delay or failure in performance of our obligations under this agreement if that delay or failure is due to any cause outside of our reasonable control.'*

*So, the limit of UKI's liability remains only with what the recovering agent might have done or not done. It doesn't extend to any repairs done by the repairing garage. Mrs C hasn't made any complaint about what the recovery agent did, the primary cause of her complaint was to do with the work done or not done by the repairing garage and the extra damage she said it caused on her campervan.*

*Therefore, I consider UKI has no liability in relation to the extra costs Mrs C had to pay to the French garage nor indeed any costs she had to pay to her own garage in sorting out the repairs required following the French garage's actions. So, I don't consider UKI is responsible for €120 for the water hose, £360 for repair to the front bumper and £720 for the electrical repairs.*

*However, I don't think UKI made this clear enough to Mrs C when she returned home and raised her complaint. Its limitations as to the cover provided is very clear. Instead, it behaved like it was entertaining her complaint with a view to sorting it out. It requested her to get her own garage to itemise the faulty repairs and further repairs needed which cost Mrs C £117 in fees to her own garage. Before finally refusing to uphold her complaint to include these needless costs which Mrs C had incurred from her garage. Therefore, I consider UKI should now refund these fees with interest. I also consider its agents in France didn't make this clear to Mrs C either as much as it should have done. I will come back to this later below.*

*Such limitations so as to exclude liability concerning the parts and labour charges by repairing garages in Europe is a common limitation in almost all policies providing European assistance. And the premium charged reflects this lack of liability too. So, I don't find these limitations unusual or significant. It's commonplace that the cover is limited to getting your vehicle to a repairing garage only, with no responsibility for what the repairing garage did or the costs of it.*

*I do think both UKI on Mrs C's return plus its agents when they were in France didn't explain these limitations properly and cogently. Instead, Mrs C was led down a path of proving what the repairing garage in France did and the extra damage it caused. UKI had no business is admonishing Mrs C for not detailing some of the issues until she returned home to the UK as it was always clear Mrs C was complaining about what the repairing garage did or didn't do and that would never be covered under this policy. It simply doesn't matter to UKI when Mrs C noticed these problems, as it had no bearing on anything. Likewise, all the agents in France should have been concerned with is getting the car to the repairing garage. Those agents should have clearly explained the policy limitations at that stage as well.*

*I consider this put Mrs C to some considerable trouble and upset. Therefore, I agree with the investigator that further compensation is payable by UKI. In addition to refunding Mrs C her own garage's fees I consider the amount of compensation as*

*suggested by the investigator of £300 in addition to that already paid by UKI is fair and reasonable. It's in line with our stated stance on the matter which is more fully detailed on our website.'*

Mrs C accepted my provisional decision. She felt however that garages like the one chosen to repair her campervan should be vetted given the appalling service she received from this garage.

UKI didn't say whether it agreed or not but provided the following by way of a 'challenge'. It said there were two issues – the work the French garage did or didn't carry out and then the alleged damaged caused by the French garage. It appreciated the fact that I thought it was entertaining the complaint, but it said it never said it wanted Mrs C to send in estimates or reports with a view to paying them.

It felt the case then developed into clear concerns about additional damage potentially being caused by the French garage to the bumper and the electrics. It said it made it clear the purpose of the further reports and estimates was to clarify what damage was being claimed for and how it happened with a view to demonstrating a thorough investigation was being carried out. And if it had found the French garage had caused damage it would have upheld this part of the complaint. But there was no evidence of that.

UKI also complained that the evidence requested came in slowly with additional faults and damage being added most notably that after driving 904 miles the electrics were now faulty. It said it took from October 2023 to March 2024 to get a full and clear picture. So UKI thought it was fair and reasonable for it to conduct a full investigation.

### **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 again, I remain of the view that the outcome outlined in my provisional decision with its reasoning remains fair and reasonable here.

I consider it's simply not possible given how European breakdown cover operates and given the huge expanse of area covered under such European breakdown cover, that every garage a vehicle is sent to, in order to be repaired would be vetted in the manner which Mrs C thinks it ought to be done. I can't imagine how that could happen in a way that didn't hugely increase the premium cost of such cover to enormous proportions.

I remain of the view that the communications between UKI and Mrs C when she raised her complaint was such that Mrs C's expectations weren't managed reasonably. I commend its thoughts that it might have paid the cost of any damage the French garage might have caused given its policy wording is so clear that it has no responsibility for such matters, but I don't consider it managed and conveyed its thought process coherently to Mrs C. So, I consider it remains reasonable that it refunds the inspection fees of Mrs C's own garage and pays her the further compensation.

## **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint in part.

I now require U K Insurance Company Limited trading as Green Flag to do the following:

- Refund Mr and Mrs C the sum of £117 for their own garage's fees for a report to UKI. Adding interest of 8% simple per year from the date Mr and Mrs C paid these fees to the date it refunds them. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr and Mrs C for HMRC purposes.
- Pay Mr and Mrs C the further sum of £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 19 December 2024.

Rona Doyle  
**Ombudsman**