

The complaint

Mrs U has complained about the service she received when she sought assistance under a Vehicle Rescue policy. The underwriter of the policy is Ageas Insurance Limited.

All reference to Ageas in my decision includes its agents.

What happened

Mrs U and her sister drove to a venue for a concert on a Sunday evening. Mrs U discovered she'd lost her car key and on the way back to the car, called Ageas. This was around 11.30pm.

Mrs U opted for a locksmith to attend which Ageas arranged. But when the locksmith called Mrs U, they said they couldn't attend until much later. So when Mrs U called Ageas back, it arranged a cab for Mrs U and her sister. The cab arrived at around 2am.

Mrs U said that on Monday evening she hired a car and instructed a locksmith to attend the car as it hadn't been recovered by Ageas. Mrs U said she intended to drive the car home herself from the location. But when the locksmith arrived, her car wasn't at the location (as Ageas had by then recovered it). Mrs U contacted the local council, local impounds and then reported the car as stolen to the police.

Due to the time and shift pattern of the recovery agent, Ageas said Mrs U's car was placed in storage on Monday overnight and would be delivered to her on Tuesday. But on Tuesday evening the recovery vehicle broke down and so Mrs U's car was returned to storage for a second night.

Mrs U's car wasn't recovered to her until Wednesday mid-morning. Mrs U complained to Ageas. She said it had repeatedly promised her car was either about to be recovered, or gave timescales for it to be delivered to her home address, but didn't materialise.

Mrs U said the car lock was damaged. She wanted Ageas to pay £2,000 compensation for the distress and inconvenience it had caused her and £524.25 for the reimbursement of a replacement lock.

Ageas didn't uphold Mrs U's complaint. It didn't agree it had caused undue delay or a poor service in the recovery of her car. It however agreed as a goodwill gesture to waive the costs of the specialist equipment needed to recover Mrs U's car which was £190. Under the policy terms, this was a cost Mrs U would have needed to pay.

Our Investigator thought Ageas should pay £150 compensation for the distress and inconvenience caused - and reimburse Mrs U for the costs of one day car hire to reflect the delay of a day in recovering her car to her.

In light of the £190 fee which Ageas had waived, the Investigator thought this covered his recommendation of £150 compensation.

Ageas said it would consider reimbursement of one day's car hire depending on how much this was.

Mrs U didn't agree with the Investigator's view. She says she wouldn't have had to pay for specialist equipment to recover her car if the locksmith she instructed on Monday evening had been able to provide replacement keys. She says Ageas wasn't honest with her from the outset about the recovery of her car and she doesn't feel we have properly considered the impact its poor service - and not knowing where her car was - had on her.

So Mrs U wants an ombudsman to decide.

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.

Mrs U's policy says the following:

“Keys

If you lose, break, or lock your keys within the vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your home address if closer. All other costs including any specialist equipment needed to move the vehicle will be at your expense.”

So I'm satisfied that Mrs U was responsible for the costs of specialist equipment for recovering her car.

I agree with Mrs U that she was advised by Ageas a number of times between the early hours of Monday morning until Wednesday morning that her car was either about to be recovered, or had been recovered, and was given several estimated times for the delivery of her car to her home address. From Ageas' notes, the information it received from the recovery agent shows that it caused delays and it isn't always clear as to why. But as the recovery agent is acting for Ageas, it is responsible for the delays and poor service here.

I think Ageas failed to manage Miss U's expectations as to when it would recover her car and deliver it to her home address - and I think the delay it caused in doing so was by around a day and a half. I think a reasonable timeframe to have recovered and delivered Mrs U's car to her would have been by either Monday evening or Tuesday at the latest.

It's reasonable to expect a degree of disruption and inconvenience to daily life when events like this happen. Fortunately they aren't things that happen every day. I have taken an even handed and proportionate approach to what happened, how long the disruption was for, and what the impact was.

While I understand Mrs U says she arranged for a locksmith to attend to her car - and she hired a car to drive to the location on Monday evening - it's not clear to me why Mrs U took these steps and went on to report the car as stolen - given she was aware that Ageas was dealing with the recovery of her car from the early hours of the same day.

But - I think Ageas caused distress and inconvenience over and above what would be reasonable - and so I think it should have done something to put things right.

Mrs U's car was recovered to her home address on Wednesday at around 11am. As Mrs U's policy says she is responsible for the costs of specialist equipment to recover her car, this means Mrs U would have had to pay £190. However, Ageas agreed to waive this cost to resolve her complaint.

The compensation amounts we award are modest and further examples can be found on our website. I agree with Mrs U that Ageas is responsible for some poor service and a delay of a day and a half. But I've also taken into account that Mrs U was home by 3am. If Ageas had handled the claim better, Mrs U would have had her car recovered to her and with the assistance of a locksmith been able to use it again by Monday evening or Tuesday. She

would however have needed to pay for either the locksmith or the recovery in line with the policy.

I've no doubt that being left at a location without access to her car at night was a worrying experience for Mrs U and her sister. But taking everything into account, I think Ageas' decision to waive the payment of £190 means the compensation equivalent it has paid is within the range I would award for the poor service it provided.

Ageas looked at photos Mrs U provided of the car lock and couldn't see any damage to it. I agree. I haven't seen any other evidence to persuade me that Ageas' decision not to accept liability for this damage was unreasonable.

The Investigator asked Mrs U if she had proof of hiring a car, which she said she did. She hasn't provided proof to this service. So, I think a fair outcome - in line with the Investigator's recommendation - is for Ageas to consider reimbursing Mrs U for the costs of one day hire car, subject to reasonable proof of payment, and provided it is a reasonable sum for a car similar to the one Mrs U insured with Ageas.

My final decision

My final decision is that I uphold this complaint in part. I require Ageas Insurance Limited to consider the costs of reimbursing Mrs U for one day car hire car costs between Monday 10 October 2022 and Wednesday 12 October 2022, subject to reasonable proof of payment, and provided it is a reasonable sum for a car similar to the one Mrs U insured with Ageas.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms U to accept or reject my decision before 19 July 2023.

Geraldine Newbold
Ombudsman