

The complaint

Ms W complains about how long it took Ageas Insurance Limited (Ageas) to recover her vehicle under her vehicle rescue policy.

Reference to Ageas includes its agents.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

Following a breakdown on a busy roundabout Ms W reported the breakdown via an app to Ageas. At 2.27pm Ageas informed Ms W that the estimated time of arrival (ETA) for the technician was 60 minutes. The technician attended 10 minutes late.

The technician couldn't complete the repair at the roadside, so a tow truck was requested at approximately 4.00pm with an ETA of 60 minutes. The vehicle was moved from the roundabout to a safer location at a local petrol station for Ms W and her partner to await the tow truck. Due to the distance of Ms W's onward journey a two-part relay was planned with a switch due to take place at a service station on route.

The second-leg tow truck had been arranged for the handover. But unfortunately, the first tow truck still hadn't picked up Ms W and her vehicle from the petrol station to transport them to the service station. Due to the delays with the first tow truck, it was arranged that the second tow truck driver would now drive to the petrol station to pick Ms W up and complete the entire journey. This didn't reach Ms W until 8.30pm.

Ms W says she suffered increased upset as she is neurodivergent. Ageas says they were not aware of this at the time of the incident. However due to the delays on the day it offered Ms W a goodwill payment of £50 based on what she told them at the time. Ms W didn't accept this, so the offer was withdrawn.

Ms W made a formal complaint and Ageas acknowledged that there was approximately two hours of delays and offered £30 compensation.

Our investigator acknowledged there were delays but felt the compensation offered was fair in the circumstances.

Ms W disagreed. So, the complaint has been passed to me, an Ombudsman, for a decision.

I issued my provisional findings on this complaint on 20 April 2023. This is what I said:

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.

I have looked at the timeline of events and Ms W was expecting the tow truck to be picking

her up at the petrol garage at approximately 5.00pm. However, she didn't get picked up from there until 8.30pm. So, there is approximately a delay of three and a half hours, plus the 10-minute delay in the initial arrival of the technician. I can appreciate this caused Ms W upset especially as it appears she was not given clear updates on what was happening and was being told they will be there soon. The weather at the time was heavy rain and Ms W says they got incredibly cold due to how long they were waiting.

I understand since making the complaint to Ageas Ms W has made it aware she is neurodivergent, but I can see Ageas wasn't aware of this at the time of the incident. So, I'm satisfied it couldn't take any further reasonable steps to limit the distress at the time.

However, considering the weather conditions and that Ms W says she was getting upset on the phone when she was not being given any clear information to when she would be collected. I think Ageas should've have been aware of how distressed Ms W was becoming. I'm therefore not satisfied £30 compensation is fair in the circumstances of this complaint and I intend to direct Ageas to pay £100 compensation.

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.

Both parties have accepted my provisional decision, I'm therefore satisfied that my provisional decision represents an outcome that's fair and reasonable.

Putting things right

I direct Ageas Insurance Limited to pay Ms W £100 compensation. Ageas must pay the compensation within 28 days of the date on which we tell it Ms W accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

My final decision

For the reasons given above, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 31 May 2023.

Angela Casey
Ombudsman