

The complaint

Mr W has complained about the service he received from DAS Legal Expenses Insurance Company Limited, under his European breakdown cover, when his car broke down, whilst travelling in Europe. He's complained about the handling of the breakdown plus the time it took for him to be reimbursed his insured expenses.

References to DAS Legal Expenses Insurance Company Limited include all its agents.

What happened

Mr W and his partner were on holiday travelling in Europe in their car. On 7 April 2023 at 13.12 he reported that his car had broken down to DAS. He said DAS' operative couldn't find his policy on the system so there was a query over what cover he had. However, Mr W then said he received numerous texts explaining a mechanic was on his way. Mr W was concerned about his level of cover and was upset that it hadn't been clarified before the mechanic arrived.

The mechanic said his car would need to go to a garage, but it was shut until Monday 10 April 2023. The mechanic was also of the view that Mr W could drive his car to the garage himself and that it didn't need to be towed or transported there. Mr W said he had no accommodation and felt vulnerable in a foreign country plus he needed a hire car. DAS said it would help him, but Mr W said by 9pm that night DAS told him they could stay in the hotel they had sourced themselves and the hire car would be sorted out the following day.

Mr W said there was a mess up with the hire car company because the hire car company told him they had no available hire cars, but DAS kept saying it had available cars. Mr W said DAS didn't provide any transport for him to pick up the hire car, so he had to arrange that himself. Also, when he got to the hire car company, they confirmed no hire cars were available. Fortunately, while he was on hold to DAS to explain this, a hire car was returned which was quickly cleaned meaning Mr W now did have a hire car.

Mr W felt aggrieved that DAS never checked in on them over the weekend when they were waiting for his car to be fixed at the garage. His holiday cost him over £700, two days of which were now wasted, and he didn't feel the £22.35 he paid for European cover was value for money, given all this.

Also, when Mr W claimed reimbursement of his expenses covered under his policy on 11 April, he called DAS on 14 April to seek a timescale for the reimbursement. DAS wrongly told him it had been processed on 12 April, whereas in fact it wasn't processed until 26 April. Mr W complained to DAS. It said in its final response letter that its operatives had handled his claim for assistance and reimbursement correctly and within the correct time scales. So, it didn't think it had done anything wrong.

Mr W disagreed and brought his complaint to us. The investigator didn't think DAS had done anything wrong in its response to his breakdown. But she thought it misinformed him about

the time scales for the reimbursement of his expenses. So, she thought DAS should pay Mr W £100 compensation. DAS agreed but Mr W didn't so his complaint has been passed to me 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.

Having done so, I'm upholding this complaint for compensation only, along the lines of what the investigator decided. I'll now explain why.

It's always really very distressing and upsetting indeed, to find your car has broken down on holiday. However, DAS didn't cause the car to breakdown when it did. Much of Mr W's complaint relates to the understandable distress of his holiday being interrupted and the trouble and upset in waiting two days until his car could be fixed when the garage was open. None of that concerns DAS though.

The duties of DAS were to get a mechanic to look at the car and advise as to what the next steps were. This happened. It should also provide a hire car if required, it also did that. And it then reimbursed Mr W's insured expenses of extra hotel costs and transport costs as it was supposed to do.

There were some avoidable communication issues, such as Mr W being told initially his policy couldn't be found which left him confused when the texts from the mechanic were received. Along with whether the hire car company actually had an available car for hire. DAS thought it did. The person from the hire company told Mr W none were available, but then a car was returned so Mr W then had a hire car. Mr W did source his own hotel when it might have been easier and indeed nicer for Mr W if DAS had done so instead. I do consider it would have been better service, had these communication issues not happened. But given the services were given to Mr W at the right time, I don't consider he suffered any real detriment here.

Given issues like taxi fares to the hire car company were insured expenses, I don't consider DAS had a duty to arrange transport to the hire car company. Neither would I have expected DAS to phone Mr W over the weekend when it was clear that it was already agreed and understood that Mr W would drive his own car to the garage on Monday without needing any further services from DAS.

There will always be some communication issues between the varying agents involved in a European breakdown scenario, since it's standard industry practice for providers like DAS to use varying European partners on the ground. That ensures the cost of European cover remains affordable.

I do consider once Mr W claimed for his expenses, he was correct to expect much more clarity about when those expenses would be paid, given this was solely in the hands of DAS and not any of its varying agents involved in the actual breakdown assistance. And I don't think DAS excelled itself in its service to Mr W over this aspect. It didn't manage his expectations properly and wrongly told him his claim had been processed when it hadn't been. So, I think it's right DAS pays compensation to Mr W.

The investigator suggested a sum of £100 compensation, which is in line with our approach to such issues. And it is also in line with what I have awarded in other similar cases. So, I consider that it's fair and reasonable.

My final decision

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

I now require DAS Legal Expenses Insurance Company Limited to pay Mr W £100 compensation for the trouble it caused Mr W in not explaining when his reimbursement claim for his insured expenses would be paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 December 2023.

Rona Doyle
Ombudsman