

## **The complaint**

Mr S complains about the level of service and delays Ageas Insurance Limited caused when he made a claim on his roadside assistance motor insurance policy. He wants compensation for his lost holiday and trouble and upset.

## **What happened**

Mr S's car broke down on a motorway hard shoulder and he called Ageas for assistance. There were severe delays in Ageas recovering Mr S and his family and it offered him £100 compensation for this. But Mr S remained unhappy as he had missed out on three days of a holiday and had been kept waiting for 19 hours to be recovered home.

Our Investigator recommended that the complaint should be upheld in part. He thought Ageas had caused avoidable delays in the recovery and had provided some poor service. But he thought Mr S had decided to be recovered home and so Ageas wasn't responsible for the lost days of his holiday. He thought Ageas should increase its offer of compensation for the trouble and upset to £250.

Mr S replied that his family had also suffered due to Ageas' level of service, and he wanted further compensation for this. He said he'd had good reasons to be recovered home and so had lost three days of his holiday.

## **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 was sorry to hear about Mr S's experience. I can understand that this must have been distressing for him and his family. And I can understand that he feels frustrated with the time that it took for the recovery to be made.

Ageas agrees that its level of service could have been better. It accepts that Mr S experienced an unacceptable level of delay in the recovery. And during much of this time he and his family were in a dangerous position until they were rescued by the police.

I can also see that Ageas' agent attended the car within about an hour but couldn't repair it, so a recovery had to be arranged. Ageas' agent contacted about 50 different companies before one was located that was able to undertake the task. During this time, the police recovered the car and family to a services. The recovery vehicle then arrived at 2.00am.

Mr S opted to be recovered home and, due to the distance, this required a relay. After the first stage, Mr S's family went home by taxi whilst he waited for the second recovery vehicle. Unfortunately, this couldn't then be organised and didn't arrive until about 8.00am.

Mr S and the car were then taken home, but he missed his garage's repair slot and had to wait until the next working day for the car to be repaired.

Ageas agreed that its communication with Mr S during the claim could have been better and this caused him avoidable stress. It also agreed that it hadn't offered Mr S a hotel and hadn't provided a taxi until after several hours. I can see that Mr S was entitled to these by his policy's terms and conditions.

When a business makes mistakes, as Ageas accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Mr S was eventually recovered home and Ageas has offered to reimburse any charges made by the police if he forwards an invoice. I don't think there's anything further Ageas needs to do in order to restore Mr S's position.

Mr S said that he had missed out on three days of a holiday due to the delays. But I can see that Mr S decided to be recovered home after waiting two hours. I can understand that he wanted to get his car repaired locally. But I think this was Mr S's decision. I can't reasonably hold Ageas responsible for the holiday company not allowing a recovery vehicle on its site. And I can't reasonably hold Ageas responsible for his car breaking down. So I don't require it to compensate him for this.

Mr S also said his family had suffered and he wanted compensation for this. I can understand that this must have been upsetting and stressful. But I can only consider compensation for Mr S as he was the policyholder. And so I have considered below the effect on Mr S of the distress caused to his family by the avoidable delays in the recovery.

In terms of impact, our Investigator recommended that Ageas should increase its offer of compensation from £100 to £250 for the trouble and upset caused by the avoidable delays and the service failings.

The family was left on the motorway in the dark and cold for hours until the police were called. I think this must have been a distressing and frightening experience for them. And I can understand that Mr S was frustrated by the delays in the recovery. But I think £250 compensation is in keeping with our published guidance for this level of impact. So I'm satisfied that's fair and reasonable.

### **Putting things right**

I require Ageas Insurance Limited to pay Mr S £250 compensation in total for the distress and inconvenience caused by its handling of his claim.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require Ageas Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 February 2024.

Phillip Berechree  
**Ombudsman**