

The complaint

Mr B has complained about how Ageas Insurance Limited (Ageas) dealt with a claim under a breakdown policy.

References to Ageas includes companies acting on its behalf.

What happened

Mr B had a European breakdown policy. While he was abroad in his car, the oil light came on in his vehicle. Mr B contacted Ageas, who recovered the vehicle and took it to a local garage. It also agreed to provide a hire car.

The garage repaired Mr B's car. However, the same fault later happened again after Mr B returned home. Mr B complained to Ageas. He said the garage carried out the repair without contacting him first and had misdiagnosed the issue. He said he had paid for an unnecessary repair.

So, Mr B complained to Ageas, as it had arranged the garage. When Ageas replied, it said it wasn't responsible for the costs, timescales or accuracy of a repair. It said the terms and conditions explained that this was a separate contract between the garage that carried out the repairs and Mr B.

Mr B was unhappy with this response, so he complained to this Service. Our Investigator didn't uphold the complaint. He said Ageas wasn't responsible for the repair carried out by the garage. So, it didn't need to do anything further.

As Mr B didn't agree Ageas had fairly dealt with his claim and complaint, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

When Mr B's car broke down, Ageas arranged to recover it. It found a garage that was able to carry out a repair. Ageas has explained that it would normally expect a garage to diagnose the issue and tell it what the repair involved and the cost. Ageas would then contact the policyholder, so they could decide whether they wanted the repair to be carried out.

I've seen Ageas' instructions for the garage, which were to carry out a diagnosis and to then provide an update. However, the garage carried out the repair without telling Ageas or checking with Mr B. Based on what I've seen, I'm satisfied it wasn't down to Ageas that the repair was carried out without Mr B agreeing to it.

The policy also said:

“Garage Repairs

Any repairs undertaken by the recovery operators at their premises are provided under a separate contract, which is between you and the recovery operator.”

The misdiagnosis was down to the garage and so were any issues with the repair. The policy explained that Ageas wasn't responsible for the actions of the garage. This was a roadside assistance policy. Ageas was required to attend the breakdown and either try and repair the vehicle at the side of the road to get it mobile again, if appropriate, or recover it to a garage to enable Mr B to have the vehicle repaired. The policy wasn't intended to repair the car. So, it wasn't unreasonable that Ageas' policy excluded liability for the actions of the garage. Mr B would need to raise any concerns about the repair with the garage.

I'm aware Mr B was also concerned about issues with the hire car he was provided. However, I haven't found evidence that he complained to Ageas about these issues and it wasn't covered in Ageas response to the complaint. If Mr B wants to complain about issues related to the car hire, he would need to raise this with Ageas so it can consider it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 27 June 2024.

Louise O'Sullivan
Ombudsman