

The complaint

Mr S complains that Amtrust Europe Limited (Amtrust) unfairly declined a claim under his breakdown insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them in detail here. To briefly summarise, Mr S took out a breakdown insurance policy with Amtrust. In December 2023, whilst driving with family, Mr S' car got a flat tyre. Mr S said he hit a pothole which caused the tyre to deflate. He called Amtrust for assistance, but the call adviser said his policy contained an exclusion for claims resulting from pothole damage.

Mr S said he changed the tyre himself, but it took him almost an hour and a half. Mr S was stopped on a road, and so in order to warn other drivers, he turned the car hazard lights on while changing the tyre. When he attempted to turn his car on, the battery had died. Mr S said this was due to the cold weather and the hazard lights being on for over an hour. Mr S made another call to Amtrust for assistance, but he was told his claim for this call out wasn't covered either. Initially Mr S was told that cover wasn't available because the incident of hitting the pothole could have caused further damage. Mr S was then told it was because the breakdown was caused by an event which was excluded under his policy i.e., by leaving the car lights on. Mr S was unhappy with the second call and the lack of assistance he received.

Mr S accepted that his claim for the flat tyre was excluded under his policy however he remained dissatisfied that Amtrust didn't assist when the car battery died, and he feels the exclusion for this part of his claim was unfairly applied. Amtrust said the policy specifically excludes claims as a result of the lights being left on and because that's what happened here, it was correct in not providing assistance. It did, however, offer to send out assistance at an additional cost, which was declined by Mr S.

Our Investigator didn't recommend that this complaint should be upheld. She was satisfied that Amtrust acted fairly, reasonably and in line with the terms and conditions of the policy when declining to offer assistance following the incident in question.

Mr S disagreed with the Investigator's findings and asked that an ombudsman review the complaint.

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.

Mr S' policy contains a list of general exclusions. The exclusions relied on by Amtrust to decline Mr S' claims state:

“General Exclusions

The following exclusions apply to all sections of Your Policy. We will not pay:...

4. Any Claim which is the result of an Accident. Please see the definition of 'Accident' on page 10

5. Any Claim resulting from the Vehicle's lights, radio, third party electronic devices or any chargers being left on, by anyone."

Accident is defined as:

"Means where the Vehicle is involved in an incident that happens unexpectedly and unintentionally. This includes ANY collision or impact with a foreign object including pothole damage."

Mr S accepts the first call out following the incident for the flat tyre was excluded under the policy. As this isn't in dispute, I won't make a finding on it.

Mr S remains unhappy that he didn't get any assistance after his second call out when his car battery died. Mr S said the battery died as a result of cold weather and the vehicles hazard lights being left on for just over an hour.

The general exclusion above states that the policy doesn't provide cover for any claim relating to the lights being left on. While I understand why Mr S felt he had to put his hazard lights on when changing the tyre, I'm satisfied that the exclusion does apply. I appreciate the initial response Mr S received from the call handler about the pothole causing further damage wasn't helpful and may have caused some confusion, but the call handler did go on to highlight the relevant exclusion.

Mr S wasn't happy with the way the call advisor spoke to him on the phone. Amtrust apologised for this in its response. I don't require Amtrust to take any further action in this respect.

I understand the difficult position Mr S was left in when his car broke down, and it must have been very disappointing to not get the assistance he was expecting. But having considered everything very carefully, I'm satisfied that Amtrust correctly applied the policy exclusion to Mr S' claim. I'm not persuaded that Amtrust need to refund the administration charge following the cancellation of the policy.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 April 2024.

Ankita Patel
Ombudsman