

The complaint

Mr E complains that Astrenska Insurance Limited (“Astrenska”) charged him extra to have his car recovered in a claim under his car breakdown assistance policy. When I mention Astrenska I also mean its recovery contractors.

What happened

Mr E had a breakdown assistance policy with Astrenska covering his car.

His car broke down inside a multi-storey car park. He contacted Astrenska and made a claim. It sent a recovery contractor out to him. The contractor tried to repair his car, and then told him it needed to be recovered.

But his car was parked in a tight space, and the contractor needed to use specialist equipment to recover it. Mr E paid £302.50 for this. His car was taken by the contractor to a repairer.

He wasn’t happy about this extra charge and he complained to Astrenska. It said the charge was in line with its terms and conditions in its policy wording.

Mr E remained unhappy and brought his complaint to this service. He asks that the charge is refunded. Our investigator looked into it and thought it wouldn’t be upheld. She thought Astrenska had acted in line with its terms and conditions.

Mr E didn’t accept the view and asked that his complaint was reviewed by an ombudsman, so it’s been passed to me to make a final decision.

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 not upholding Mr E’s complaint. I’ll explain why.

There’s been detailed discussions between Mr E and this service since the view was issued.

Under the terms of Astrenska’s policy wording, the cover says it won’t provide cover for:

“The use of specialist equipment occasionally required because the vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.”

And the “special equipment” is defined in the policy terms as:

“Non-standard apparatus or recovery vehicles which in the opinion of the recovery operator are required to recover the vehicle. Specialist equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.”

I've not been provided with photos or evidence about how Mr E's car was situated in the multi storey car park. From the description of the incident, Mr E's car was parked in a tight space and the recovery agent assessed they would need to use this special equipment.

Mr E has focused on the word 'occasionally' and challenged the frequency with which this specialist equipment is apparently used by Astrenska's recovery agents.

The use of specialist equipment by them would likely be required by the exact situation any customer making a claim would find themselves in. And I don't think it's possible to assess how often these items may be required based on anecdotal evidence.

The recovery agent is the expert here. I can't see that Mr E challenged the use of the equipment at the time, and I don't think challenging the validity of that decision later is fair. But I do appreciate Mr E would have found the application of the additional fee somewhat shocking.

In his approach to this service, Mr E has said:

"...I had no reason to believe that removal of my car from a multi-storey car park, which is hardly an unusual or rare place to park a car would not be covered by the breakdown policy and would give rise to such a significant charge."

The recovery contractor did recover his car, without issue once the specialist equipment was used. I can't see that it refused to enter, or to rescue his car.

Mr E also said:

"Nothing in the literature provided before or after the sale of the policy gave any suggestion of [the charge for specialist equipment]."

I've included in this decision the relevant parts of the policy wording. That's not the only part of the documentation Mr E received as there is an Insurance Product Information Document ("IPID"), which doesn't seem to include details of this equipment or charge. The IPID is required to show key features and exclusions from cover. But, as I've said above, the use of this extra special equipment is likely to be on an occasional basis. So what that means is it wouldn't normally be included within the IPID, and I don't think this is unfair.

Mr E has also investigated other companies and has said: *"My subsequent enquiries have confirmed that other providers of similar cover would not impose an additional charge in similar circumstances..."*

This may be the case, but Mr E chose Astrenska for his cover and was provided with the policy wording he purchased. If he's not happy with the cover then he's free to cancel it and look elsewhere in the marketplace. But I can't say it's acted unfairly in how it's handled his claim.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 16 December 2024.

Richard Sowden

Ombudsman