

## The complaint

Mr D complains about Helvetia Global Solutions Limited's ("Helvetia") handling of his vehicle breakdown insurance claim.

References to Helvetia include its agents.

## What happened

Mr D's van broke down while he was holidaying in France. He reported this to Helvetia on 1 August 2023, and afterwards Helvetia spent several days looking for a garage nearby who'd be able to repair the van.

Mr D was due to return home to the UK on 7 August 2023. By this date, Helvetia still hadn't been able to find a garage to carry out repairs, so Mr D made his own arrangements to have the van transported to the port he was travelling from, and for it to be repatriated to the UK via ferry. Mr D says that he paid £1,063.92 to have the van transported to the port, in addition to incurring costs of £350 for hiring a car, and £479.77 for hiring a van for him and his group to travel in.

Although Helvetia covered the cost of the hire car and hire van, it didn't agree to cover the £1,063.92 transportation cost for the van. It said that it had followed the correct process in line with the policy terms and conditions which allowed it 14 days to find a garage and repair the van and Mr D hadn't allowed it the full amount of time. Helvetia offered Mr D £25 compensation though, as it had told him in error at one point it would arrange to transport his van to the port.

Our investigator didn't uphold the complaint. She found the policy terms gave Helvetia a 14 day timescale to find a garage and repair the van. She also thought since the evidence showed Helvetia was still actively searching for a garage at the point Mr D had repatriated the vehicle himself, it hadn't acted unfairly by not covering his transportation cost for the van.

Mr D didn't agree, so the complaint was referred to me to decide. I issued a provisional decision upholding the complaint and I said the following:

*"I've begun by reviewing the policy terms and conditions. In the event a repair couldn't be completed at roadside, these entitled Mr D to have his vehicle taken to the nearest workshop or to have the vehicle repatriated if it couldn't be repaired within 14 days of the breakdown.*

*Although Helvetia covered Mr D's repatriation costs in part by paying £829.77 towards the cost of his transport and that of his group, it didn't agree to pay him the £1,063.92 charge he incurred to have his van transported to the port. I've considered if it was fair for Helvetia to decline this cost.*

*There's no dispute Mr D repatriated the van less than 14 days after the breakdown, so I accept Helvetia didn't have the full amount of time the policy terms allowed before Mr D was eligible to have the cost of repatriating the van covered. But I don't think it's fair for Helvetia not to consider Mr D's transport costs unless it was prejudiced by Mr D repatriating the van*

*less than 14 days after the breakdown. So I've considered if the evidence here shows that to be the case.*

*Helvetia instructed its European provider to assist in finding a local garage. Helvetia's claims notes show that it struggled to find any garage which could carry out repairs within 14 days. The first garage the European provider intended to take the van to was closed for four weeks. Other garages the provider checked in the local area also said they were closed for three weeks, and the van manufacturer's garages said they were too busy.*

*Mr D asked if Helvetia could look for a garage near the port he intended to travel back to the UK from. The European provider explored if there were any garages near the port that could help, but again found these garages were closed for the holidays.*

*Helvetia said that, although a number of garages in France would close for three weeks in August, this wouldn't include all garages and its European provider would have continued looking if Mr D hadn't repatriated the van himself.*

*Helvetia weren't required under the policy terms to pay for the repairs. However, the terms allowed repatriation "if the vehicle cannot be repaired within 14 days of the breakdown". I emphasise here that it was not enough under the policy terms for Helvetia just to locate a garage and take the van to it within 14 days – the garage must also have been able to complete the repairs within the same 14 day time limit. If not, the policy terms covered repatriation of the van.*

*So I've considered if it's likely Helvetia could have located a workshop and that workshop could have completed the repairs all within the same 14 day time limit had Mr D not repatriated the van himself. On balance, I'm not persuaded this was likely. I say this because the European provider had already exhausted a number of local options who were either closed or too busy, the van wasn't near a large town or city so the range of options for a nearby garage would have been more limited, and in the two days prior to Mr D repatriating the van there isn't anything in Helvetia's claim notes to suggest any further progress made by the European provider in sourcing a garage.*

*Bearing in mind several days had already passed without any success in locating a garage by the point Mr D repatriated the van, this would have left even less time for any garage found to complete the repairs within the remaining amount of time. Considering too that the fault with the van was with the turbo, and hence unlikely to be a simple repair, this further decreases the likelihood a repair could have been completed within 14 days of the breakdown.*

*Since I find it more likely than not a garage couldn't have been found which could have completed repairs within 14 days, I think Helvetia would have eventually needed to repatriate Mr D's van even if he hadn't. So I don't think Helvetia were prejudiced by Mr D doing so earlier than the 14 day limit. I also think Helvetia should have recognised this at the time when Mr D enquired about this possibility.*

*I also don't find it likely that Helvetia would have paid less to repatriate the van than the £1,063.92 Mr D paid to have the van taken to the port. So I think providing Mr D is able to provide Helvetia an invoice or receipt should it request one, it's fair for Helvetia reimburse Mr D this amount plus 8% simple interest per year from the date Mr D paid the charge to the date of settlement.*

*Helvetia offered Mr D £25 compensation for misinforming him at one point it would arrange to have the van transported to the port. I've listened to the call recording of this, and the call from the following morning where Helvetia corrected this mistake. But I think some additional*

*distress was caused by Helvetia attempting recovery to a garage which was closed until the end of August without informing Mr D in advance and also not giving further additional support when it became reasonably apparent the van couldn't be repaired in time in France.*

*So in recognition of this, I'm intending to require Helvetia increase the compensation offered from £25 to £100."*

Mr D didn't reply to the provisional decision. Helvetia replied, and in summary it said:

- Mr D didn't allow it enough time to find a garage.
- Mr D took the van to a garage on 6 August 2023, which halted its own search for a garage earlier than if Mr D hadn't done this. Mr D said this garage couldn't carry out a repair, but he never provided proof of this.
- The reported fault was with the turbo, but this may not have been the actual fault. And it said Mr D hadn't provided a diagnosis of the fault which the terms of the policy required.

### **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 don't dispute Mr D repatriated the van earlier than he was entitled to under the policy terms to receive the repatriation benefit. The policy terms say this benefit is provided if the insured vehicle cannot be repaired within 14 days of a breakdown. And Mr D repatriated the van around a week before this timeframe would have expired. But I don't think it's fair for Helvetia to rely on this term if it wasn't prejudiced by Mr D doing this.

Based on Helvetia's comments, I've thought more about whether it was prejudiced by Mr D repatriating the van early. I emphasise here that it wasn't enough for Helvetia to just find a garage within 14 days of the breakdown, the garage would also have needed to be able to complete the repairs within those same 14 days.

I don't dispute Mr D told Helvetia on 6 August 2023 he'd taken the van to a garage. But even if this had caused Helvetia to suspend its own search for a garage, it only made a difference by a matter of one day given that Mr D repatriated the van on 7 August 2023. By this point, not only had Helvetia been unable to find a garage in the local area that could help, it also couldn't find one near the port. So I think it's unlikely this caused any significant detriment to the likelihood of Helvetia being able to find a garage which could complete the repairs within the remaining time.

I acknowledge Helvetia's comment that Mr D hasn't provided proof the garage he took the van to on 6 August 2023 couldn't complete a repair. On balance, though, I think it's more likely that, if this garage could have completed the repair in time, Mr D wouldn't have repatriated the van early. I say this because during the call on 6 August 2023 Mr D asked Helvetia if a repair couldn't be completed the next day if he could arrange accommodation to wait while the van was repaired or make alternative plans to return home, which Helvetia said yes to. So I think this shows Mr D was thinking about changing his plans to return home if this garage could have carried out a repair.

I've also considered Helvetia's comments that the fault may only have appeared to be the turbo, and on further inspection may have been something else. I said in my provisional decision that a fault with the turbo would likely not have been a simple repair which would

likely have increased how long a repair would take. I haven't seen a repair invoice or engineer's report setting out precisely what the fault was. But I note Mr D had told Helvetia a garage the van had been taken to had completed a diagnostic which found the fault was with the turbo. I see no reason to doubt this. And I haven't seen anything showing the fault was with something else. So I'm not persuaded this point alters the outcome.

Having considered the complaint further, including Helvetia's comments, I've reached the same conclusion as I did in my provisional decision. And for the same reasons. I find the greater likelihood is if Mr D hadn't repatriated the van early, Helvetia wouldn't have been able to locate a garage which could complete the repair within 14 days of the breakdown. And it still would have had to pay to repatriate his van. On this basis, I don't think Helvetia were prejudiced by Mr D repatriating the van earlier than 14 days, so I think it was unfair for Helvetia to decline the claim.

### **Putting things right**

I require Helvetia to do the following:

- Providing Mr D can provide an invoice or receipt if requested, Pay Mr D £1,063.92 to reimburse him the transport cost he incurred in having his van taken to the port. Apply 8% simple interest per year to this amount calculated from the date Mr D paid this fee to the date of settlement.
- Pay Mr D £100 compensation for the distress and inconvenience caused.

If Helvetia considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D how much it's taken off. It should also give Mr D a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

My final decision is that I uphold this complaint and I require Helvetia Global Solutions Limited to carry out the steps I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 10 December 2024.

Daniel Tinkler  
**Ombudsman**