

## **The complaint**

Mr B has complained about Amtrust Europe Limited. He isn't happy about the way it dealt with a claim under his breakdown recovery insurance policy.

Any reference to Amtrust includes any agents or organisations acting on its behalf.

## **What happened**

Mr B made a claim under the European aspect of his breakdown recovery insurance policy while driving abroad. But it was established that he had misfuelled his car which wasn't covered under his policy so Amtrust turned down the claim.

As Mr B wasn't happy about this he complained to Amtrust as he was left at the roadside for a few hours with his family and incurred costs, including recovery costs. And said that the contact number Amtrust suggested he use to facilitate recovery was incorrect. But Amtrust maintained its position, so Mr B complained to this Service.

Our Investigator looked into things for Mr B but didn't uphold his complaint. Although he sympathised with the position Mr B found himself in he didn't think Amtrust had done anything wrong as the policy simply didn't provide cover as Mr B had misfuelled his car while driving abroad which wasn't an insured peril.

As Mr B didn't agree the matter has been passed to me for review.

## **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 have a great deal of sympathy for the position Mr B found himself in while driving abroad as he had misfuelled his car which left him in a difficult position. But the question I need to consider is whether Amtrust did anything wrong in turning down the claim Mr B made. And I think it's worth pointing out that the onus is on Mr B to establish, on balance, that he suffered a loss covered by the policy. And I have to be fair to both sides when I consider complaints and I don't think Amtrust has acted unfairly, and I can't ask it to step outside of its policy terms and conditions.

Insurance policies don't cover every eventuality and in this instance Amtrust has explained that Mr B would only be covered for misfuelling if this happened in the UK. The policy says '...Within the UK only: misfuelling, accident damage, vandalism, fire, theft or attempted theft with recovery up to a maximum of 10 miles of the incident'. And since the misfuelling incident happened abroad this wasn't covered under the policy.

I've listened to the call when Mr B called for assistance, and it was clear he had misfuelled his car. I know Mr B has suggested Amtrust couldn't know this for sure, but Mr B explained that he misfuelled the car when he went through what happened with the call taker when he first reported the claim. And Mr B has since explained that he had misfuelled the car and he

hasn't provided any evidence to suggest this wasn't the problem.

In Mr B's initial call Amtrust's call taker first established he was in a safe place before Mr B explained what had happened and that he had misfuelled the car. And the call taker went on to ask Mr B if there were any signs of other issues, other than misfuelling, and he confirmed there wasn't. So, it was clear that Mr B misfuelled his car and this wasn't covered under the policy while driving abroad.

I can understand that Mr B felt vulnerable being stuck after he placed the wrong fuel in his car and was frustrated that the emergency number Amtrust gave him wasn't helpful. But I can't hold Amtrust responsible for this as it was simply trying to help him by providing a number that is regularly used abroad as it wasn't able to provide cover. And I can't expect it to provide cover for insured perils that aren't covered under its policy.

Plus, even if Amtrust had deployed a recovery agent it would have been established that Mr B's problem related to him putting the wrong fuel in his car which isn't covered under the policy. So, Mr B would have been in a similar position and either had to get another recovery agent, as he subsequently did, or be charged for recovery and solving the misfuel problem in any event.

Finally, even if Mr B wasn't aware that misfuelling his car wasn't covered under the policy then I think he still would have taken the policy out as it covered him for break down which was what he wanted cover for. And comparable policies on the market don't provide cover in these circumstances either so I don't think Mr B has been prejudiced.

### **My final decision**

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 February 2025.

Colin Keegan  
**Ombudsman**