

## **The complaint**

Mr H has complained about First Central Insurance Management Limited. He isn't happy about the way a claim was dealt with under his breakdown insurance policy.

## **What happened**

Mr H made a claim under his breakdown policy and when he contacted the breakdown company he was told the claim wasn't covered. This was because he was at a garage at the time which was excluded under the policy. He subsequently contacted First Central and as it reiterated the position he complained to them about it.

When First Central looked into Mr H's complaint it pointed Mr H towards the part of the policy which explained a claim wouldn't be covered and outlined that any complaint about the decline of the claim would have to be forwarded to the breakdown insurance provider. However, it acknowledged that it could have dealt with his call to them better and that the service it provided was poor and so it offered £50 by way of compensation. But Mr H remained unhappy so he complained to this Service.

Our Investigator looked into things for Mr H, but she didn't uphold his complaint. She thought First Central hadn't done anything wrong here in relation to the decline of the claim as it wasn't responsible for this and she thought its offer of compensation in relation to some poor service was fair.

As Mr H wasn't happy about this the matter has been referred 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.

Having done so, I agree that this complaint shouldn't be upheld. I know this will come as a disappointment to Mr H but I'll explain why.

Mr H took out his motor insurance policy through First Central which included an add on for breakdown insurance. But the breakdown insurance is provided by a separate insurer who he contacted when he broke down. Unfortunately, the breakdown insurance company declined his claim as cover wasn't provided as his place of breakdown was excluded under the policy as he was at a garage at the time of claim. However, any complaint about the decline of claim would have to be advanced direct with the provider of the breakdown policy as they made the decision, not First Central.

When Mr H complained to First Central it simply explained how the policy worked and why his claim wasn't covered, highlighting that the policy says, *'We will not cover any claim where the vehicle is already at a garage or other place of repair'*. And so, as Mr H had explained in his call to First Central he had pulled in at a garage, who identified he had a major problem with his car, it explained that a breakdown was unlikely to be covered.

I know Mr H feels First Central should be held responsible for the decision and has since explained that he hadn't actually pulled into a garage but happened to break down nearby. But any complaint about this would have to be advanced with the provider of the insurance policy as opposed to First Central as it didn't make the decision or provide the cover.

However, First Central has acknowledged its service could have been better and its management of his call at the time was poor. I've listened to the calls and it's clear that Mr H said he pulled into a garage, but it is also clear that his call wasn't handled very well. He was passed around departments and given some misleading information around that time. And overall, I think £50 for the time wasted at an already stressful time for Mr H feels fair so I will not be asking it to do anymore.

### **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 H to accept or reject my decision before 31 March 2025.

Colin Keegan  
**Ombudsman**