

The complaint

Mr G has complained about the service he received from Ageas Insurance Limited when he had to make a claim under his European breakdown policy.

References to Ageas include all its agents in Europe and UK too.

What happened

Mr G and his partner and two children were on holiday in Europe on 26 August 2023 when his car broke down on a Saturday. So, he called for assistance from Ageas.

Mr G was initially unhappy that the assistance organised by an entity I shall call O, took so long to arrive, around three hours, on what was an excessively hot day. And then Mr G was unhappy that the recovery operative was not qualified to attempt to fix his car on arrival but merely wanted to tow it to a garage or depot.

Mr G was unhappy with this, as essentially, he wanted his car fixed so he could drive it back to the UK as his return date to the UK was booked for the Monday.

Ageas said O offered to tow Mr G's car to the recovery operator's depot, arrange a hotel for the night and then would discuss onward travel options. But Mr G said he wanted time to discuss the options with his partner. Ageas said that Mr G then called its control centre instead of O which delayed communication. So, when O was then asked to source a hotel, it was late in the day.

As Mr G felt that O was incapable of organising a nearby hotel and taxi, he did it himself late that night. Mr G was very unhappy he had to pay for this himself. Mr G remained distressed that he then had to source a garage to look at his car. It couldn't help him as his car was a righthand drive car and the parts required to repair his car simply weren't available.

So, on the Wednesday 30 August 2023, Mr G phoned Ageas about transporting his car and his family home. He told it on 31 August that he had booked a ferry leaving on 1 September. He wanted a hire car organised on arrival in the UK so he could get home.

Unfortunately, due to a rail strike on Mr G's arrival back home, no hire cars were available, so Ageas arranged a taxi to come and bring him home. His car was being transported to a garage near his home. Initially Ageas thought Mr G's car could be delivered by 5 September but in fact it didn't arrive to the local garage until 6 September.

Mr G then submitted his claim costs to Ageas in the sum of £3,965.22. However, Ageas said some of the items Mr G had claimed weren't covered by his policy. So, Ageas' reimbursement to Mr G amounted to £2,856.44.

Mr G complained and Ageas agreed things were delayed initially especially over finding a hotel so it paid Mr G £30 compensation for this. It also agreed there was a delay in getting his car back to the local garage near Mr G's home in the UK, so it paid a further £30 for that.

Otherwise, it said it provided what was required up to the policy limits, so it didn't think it had to do anything more.

Mr G disagreed and brought his complaint to us. He remained aggrieved about the following:

- The delay on the day (Saturday) he broke down getting anyone to look at his car to fix it and then find him and his family somewhere to sleep.
- The fact he had to find a garage to look at his car on the Tuesday only to find it couldn't be fixed as the right parts for a righthand drive car would never be available.
- He was aggrieved he then had to find his own car recovery service to bring him and his family and his car to the ferry port.
- He was aggrieved a hire car and recovery vehicle weren't available to transport Mr G and family back to his home in the UK once he arrived back in the UK on 1 September. And his car didn't arrive to his local garage at home until 6 September.
- He was very aggrieved his reimbursement claim of £3,965.22 wasn't paid in full as all the extra costs severely affected him financially causing one of his credit cards to be frozen by the provider.
- He was of the view that Ageas should pay his whole claim, to include the interest and foreign exchange fees he had to pay on his credit cards. He lost working days along with holiday days. And he felt that he should be paid compensation for the dreadful experience he and his family endured.

Ageas then increased its offer of compensation to £100.

The investigator was of the view that Ageas had paid Mr G up to the limits of its policy benefit. She was also of the view that its compensation payment was fair. Mr G remained very dissatisfied, so his complaint has been passed to me to decide.

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.

First, I think it's necessary to clarify the ambit of what I can decide in this decision. I will only be deciding on what the policy provided and then what Ageas provided to Mr G when his car broke down. I can't consider whatever Mr G believes Ageas may have advertised or not as I have no details of how or who sold this policy to Mr G or indeed if Ageas was involved in any way with that. So, if Mr G wishes to complain about any of that he will have to raise a separate complaint about how the policy was sold and what it might have promised. Here I will only concern myself with what the policy benefits were and whether Ageas fulfilled those benefits appropriately.

Having your car break down on holiday in Europe can be a very stressful experience. But it's important to note that the provider of European assistance, Ageas here, didn't cause the car to break down and indeed the ambit of any such European breakdown assistance policy is limited by the terms and conditions of the policy first chosen and bought by the consumer, Mr G.

Singularly, it does not provide a sort of concierge level of service, which then takes care of all the consequences of the car breakdown. It provides no benefits for the extreme

frustration and inconvenience for any loss of holiday enjoyment plans that a car breaking down causes. Its purpose isn't to provide some sort of compensation for that aspect at all. Its primary aim is simply to assist to get the car or vehicle to a repairing garage so it can be repaired if possible, providing a very limited benefit of alternative transport or emergency overnight accommodation and a small amount towards any repair costs, only. If, for whatever reason the car can't be repaired, it then also provides a repatriation service strictly limited in costs to the market value of the car.

I think it's useful to detail the actual policy wording as follows:

Policy provisions relevant to the circumstances given Mr G's car broke down.

'Roadside assistance

In the event of a breakdown which occurs during the period of insurance, we will arrange and pay for a recovery operator to attend the breakdown and where appropriate, spend up to 60 minutes to try and repair the vehicle.

If, in the opinion of the recovery operator, they are unable to repair the vehicle within 60 minutes at the roadside we will arrange and pay for your vehicle and the passengers to be recovered to the nearest suitable garage able to undertake the repair.'

Under the 'General notes relating to European cover, the policy says the following:

'Due to differing national standards and infrastructures abroad, assistance may take longer in arriving.'

And further under this heading it says the following:

'Emergency Repairs

Emergency repairs undertaken at the roadside by recovery operators cannot be guaranteed and, in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for recovery operators to accurately diagnose the fault with the vehicle or state whether the vehicle is in a roadworthy condition or otherwise safe to drive. Recovery operators are not instructed to conduct vehicle health inspections.

...

Loss of use of your vehicle

*We will pay **one** [my emphasis] of the following:*

Alternative transport abroad*

In the event of a breakdown within the territorial limits (Europe), we will pay up to £100 per day towards the reasonable cost of alternative transport or a hire vehicle to allow you to continue your trip in the territorial limits (Europe) whilst your vehicle remains unroadworthy.

The maximum Alternative Transport Abroad payment per incident is £2,000. We will also pay up to £200 towards the reasonable cost of alternative transport for two people to return and collect the repaired vehicle.

Emergency overnight accommodation abroad*

In the event of a breakdown within the territorial limits (Europe) where your vehicle cannot be repaired the same working day and which results in you not being able to stay at your pre-booked accommodation, we will pay up to £45 per person per night (maximum £200 per party per night) towards the reasonable cost of overnight accommodation including breakfast for you and your passengers.

The maximum Emergency Overnight Accommodation Abroad payment per incident is £450.

**These services may be offered on a pay/claim basis, which means that you must pay initially, and we will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from our rescue co-ordinator. The policy will only pay for a hire vehicle which we deem is appropriate for your requirements and is available at the time. We will only reimburse claims when we are in receipt of valid proof of payment.*

...

Parts & labour expenses

We will pay up to £500 towards the cost of parts and labour necessarily incurred in the territorial limits (Europe) in repairing the faults in the vehicle that led to a breakdown that required assistance and where we have recovered the vehicle to a suitable garage.

...

Recovery and repatriation service

If the vehicle cannot be repaired within 48 hours or by your intended return, whichever is due to occur last, we will arrange and pay for your vehicle and the passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within the territorial limits (Europe).

We will pay up to £250 towards the reasonable cost of alternative transport or hire car up to 1600cc in the territorial limits (UK) whilst you are waiting for your vehicle to be repatriated from the territorial limits (Europe).

...

Additional exclusions applying to the European assistance.

Service where repatriation costs exceed the market value of the vehicle.'

Now I will take the chronology of what happened under the following headings:

Roadside assistance.

I appreciate it was a very hot day when Mr G's car broke down. However, he managed to get his car to some sort of shopping centre carpark which in turn had some facilities such as places to eat or buy food and bathroom facilities.

The recovery operator attended within three hours. I don't consider that to be an excessive wait time, more so as O at the time was aware Mr G, his car and his family were in a safe place with some appropriate facilities. The policy makes no provision that a recovery operator must attend within 60 minutes as Mr G said. The policy merely provides that the recovery operator can only spend up to 60 minutes trying to repair the car at the roadside.

I can see Mr G was very upset that the recovery operator was not told that he needed to fix the car or indeed had any experience to do so. However, the policy conditions don't actually promise this. The terms clearly highlight that a roadside repair may not happen at all for a

range of reasons so it's very clear in my view that it's not guaranteed any roadside repair will happen.

I don't consider that's unreasonable or unusual. There is never a guarantee with any roadside assistance policy whether in the UK or in Europe, that a roadside repair is always possible. There are cogent reasons for this, as much depends on what has gone wrong with the car in the first place and indeed any difficulties in diagnosing that. Further varying parts might need to be ordered or which would take some specialist sort of skill to fit.

Consequently, I don't find Ageas and its policy terms in any way mismanaged Mr G's expectations about the roadside repair. Mr G came to that expectation himself. It simply isn't always possible to affect a cogent repair of any vehicle on the roadside as Mr G wanted to happen with his car in this incidence. Obviously, it's frustrating, but again Ageas wasn't at fault for causing Mr G's car to break down in the first place.

Under the policy terms, if, for whatever reason, no roadside repair was going to take place, then the recovery operator is required to take the car to a repairing garage. There is no dispute that the recovery operator here offered to take Mr G's car into a depot, given no repairing garage would be open, late afternoon on a Saturday. That wasn't Ageas' fault as it has no control over the working days or opening times of repairing garages all over Europe or indeed any control over when Mr G's car decided to breakdown.

It was Mr G's decision alone to refuse to let the recovery operator remove his car. I can understand that he felt frustrated, but he had a broken-down car and no ability to fix it because it was now a Saturday evening. There is nothing in the policy provisions that can provide anything but overnight accommodation in those situations. But instead of Mr G calling back O he called the main control centre which then caused a delay in passing the instructions to O to find accommodation for Mr G and his family that night.

Accommodation issues.

The policy is very clear on two issues as regards accommodation. First, the amount is limited to £450 per incident as in a max of £45 per night per person and a max of £200 per night. It only includes breakfast so no other meals. That is the amount of cover Mr G chose to buy, which I consider is relevant.

Given the fact Mr G chose to call the main control centre who then had to pass messages on to O, I don't consider Ageas was entirely responsible for the delay here.

Secondly, as regards the costs of such overnight accommodation, the policy is very clear that the possibility of Mr G having to pay such accommodation costs up front existed. In O's notes of its contact with Mr G, the fact that Mr G was asked, and he confirmed that he had a credit card, was noted several times. There is no duty on Ageas to provide Mr G with anything other than the policy benefits, which includes the possibility of Mr G having to pay first and claim back later.

I consider O's delay in sorting out accommodation was caused in part by Mr G simply calling the main control instead of O. However, I do think O and therefore Ageas could have been more proactive here. And it's worth noting that any policyholder in Mr G's position at that time would always most likely have been very upset and frustrated given the fact his car had broken down. So, I'm pleased Ageas recognised its failures here and admitted its agents could have been more proactive.

As it turned out Mr G was able to find local accommodation instead of a more expensive hotel some miles away, which O had located. I consider there was nothing wrong with the

fact that Mr G had to pay for this accommodation up front by using his own credit card, as the policy clearly detailed this would be a possibility.

Repairing Mr G's car.

On Sunday 27 August in O's file there is a telephone note which confirms that Mr G told O that he would look for a garage on the Monday to look at his car to diagnose what was wrong with it. He also mentioned that he might wish for his car to be sent to a friend about 100km away who might be able to fix it.

On Tuesday 29 August in O's file, it's noted Mr G was upset as he didn't get any calls in the last three days. It's also noted Mr G said he didn't need O's help anymore as he sorted out everything himself. He was reminded to keep all his receipts. It's also noted Mr G had an appointment with a garage the next day.

On Wednesday 30 August, O's file notes that Mr G called and explained his car couldn't be repaired. Mr G told us this was because his car was a right-hand drive and quite simply there were no parts available, given the country he was, in used only left-hand drive cars. Therefore, he wished for his car to be repatriated.

Mr G didn't want the recovery operator to take his car to a depot on Saturday the day his car broke down, that meant Mr G's car remained his own responsibility. It was always known no garage would be open until at least Monday. Had Mr G permitted the recovery driver to take the car then I would have expected O and therefore Ageas to be more responsive and reactive here. But I consider there was little it could do until it was established what was wrong with the car, which was firmly Mr G's responsibility since he wouldn't let the recovery operator take his car on the Saturday night.

The policy is clear that Ageas never enters into any contract with any repairing garage itself, so that it would always be a contract between the policyholder, Mr G and the garage only. The policy merely provides that it would pay up to £500 towards the cost of repairs '*where we have recovered the vehicle to a suitable garage.*'

So, I don't consider Ageas did anything wrong here as it didn't have the car in its custody. Further it already knew Mr G's thoughts that a friend 100km away might be able to repair it.

Repatriation.

This can only occur if the repatriation costs don't exceed the market value of the car. This type of clause is common in all European breakdown assistance policies, so I don't find it either unusual or significant. Mr G's car was noted in the first call he made on the Saturday when he first claimed for assistance, to be worth £2,500. There is no duty on Ageas therefore to pay anything more than this for repatriation costs. And every policyholder's repatriation costs will always be limited to the market value of the car in this way.

Mr G told O he needed repatriation plus a hire car when he arrived back in the UK so as to get back to his home and confirmed his ferry was booked for 1 September.

Mr G mentioned that O's recovery to get Mr G, his family and his car to the ferry port in mainland Europe was too expensive as he was told by O or Ageas that it would cost €6,000 so would be refused. He said he managed to arrange his own recovery to the European port at a cost of €1,950.

Mr G also mention there was considerable discussions over whether his car on arrival in the UK would be taken to his local garage near his home or to a garage near the port instead.

And there were discussions as to whether he could have a hire car to drive home once he arrived back in the UK. Mr G said Ageas finally agreed to recover his car to a garage local to his home. Ageas said that due to the fact there was a rail strike in the UK on the day Mr G arrived back to the UK, it couldn't organise a hire car. It did however organise a taxi, so Mr G and family got home on 2 September.

The recovery of his car back to Mr G's home took a little longer due to the fact it was such a long way, given the varying rules recovery operators must abide by as to length of time driving etc.

Ageas agreed this element was frustrating for Mr G, which I consider was caused in part by Ageas. However, I consider Ageas obviously had no control over things like rail strikes which meant for obvious reasons sourcing a hire car would be more difficult.

Claim payment.

Throughout all his dealings with Ageas Mr G was reminded to keep his receipts which he did. He submitted a claim for £3,965.22. Ageas refunded £2,856.44 and Mr G remains aggrieved by this.

This policy does not provide an open-ended benefit to recover all the costs associated with the consequences of having a car break down in Europe on holiday. No policy provides that for the simple reason that it would be impossible to detail the correct level of premium payable for such cover. So consequently, every policy would always have limits on the benefits covered. There is nothing wrong with that either, as it's how any insurance policy for anything would operate.

Mr G's policy with Ageas details all the limits of the benefits available.

Accommodation costs to include breakfast only, amounts to a maximum of £450 in total. The policy simply provides no more than that. So, the remaining costs are for Mr G to pay, to include any meals which weren't breakfast or any further accommodation costs beyond the £450.

Any alternative transports costs in Europe are limited to £100 per day up to a maximum of £2,000. Within the UK as in on the policyholder's return via repatriation it pays a maximum of £250 for travel or car hire costs.

The policy pays a contribution towards the cost of parts and labour in fixing the car of £500 only.

Ageas has showed us that it paid the following:

Parts totalling £500; hotel costs totalling £450; repatriation costs of £1,884.47 which include the shuttle/ferry costs plus the charge Mr G paid to get his car back to the ferry port for his return to the UK. Full total £2,834.47.

It showed it didn't pay £45.29 of the parts costs Mr G claimed. It didn't pay £886.96 of the hotel costs Mr G claimed. And it didn't pay £270.90 for food and other incidentals. Full total £1,108.78.

So, Ageas has shown me it paid Mr G the full policy limits of all the benefits available. That is what Ageas underwrote to do on the basis of the premium paid by Mr G. So, I consider it didn't do anything wrong in merely paying up to the policy limits. It had no duty or

responsibility to pay Mr G anything further as the policy didn't provide that it should pay any more.

Compensation.

As I explained at the beginning, this policy doesn't provide any compensation for the significant inconvenience of any car breaking down whilst the owner/policyholder was on holiday. It also doesn't provide an unlimited cover for all the financial and extra costs which might be incurred as a result of the car breaking down. None of that is covered by this policy. I can see and very much understand how distressed Mr G was about the fact his car broke down but that isn't Ageas' responsibility. It didn't choose Mr G's car or underwrite its roadworthiness in any way.

So, there is no duty at all on Ageas to 'compensate' Mr G for all this inconvenience he suffered solely as a consequence of his car breaking down, and on a Saturday too, which would always delay either the repair or diagnosis of what had gone wrong with the car.

Ageas quite rightly identified two instances where its service to Mr G fell short. That was in organising his accommodation the first night and in organising his and his car's journey's home once Mr G returned to the UK. Both were delayed and somewhat confused too. It ultimately offered Mr G £100 compensation for this after Mr G brought his complaint to us. I consider this reasonable as it's in line with our approach to such compensation as more detailed on our website.

So otherwise, I don't consider Ageas did anything wrong given the benefit levels of the policy Mr G chose to buy. Again, in this decision I can't comment on how the policy was sold to Mr G, as this decision solely concerns the policy benefits and whether Ageas adhered to those policy benefits.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint in part.

I now require Ageas Insurance Limited to ensure Mr G is paid a total of £100 compensation inclusive of the £60 it previously offered or paid to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 14 March 2025.

Rona Doyle
Ombudsman