

The complaint

Mr O is complaining about the way Fortegra Europe Insurance Company Ltd has handled a claim he made on his roadside assistance policy after he sought assistance following a breakdown.

What happened

In August 2024 Mr O contacted Fortegra as he'd smelt smoke while driving him and his family back from holiday and looked for assistance on his roadside assistance policy. Mr O says it took around five hours before a recovery agent attended. They were unable to repair the vehicle at the roadside. Mr O says, due to the late time in the day, they had no choice but to get a taxi home. He says the only company available charged him £450. He later got a train back to pick up the car at a further cost of around £34. Finally he said it cost him £120 to fix the car and he wanted Fortegra to refund these costs.

Fortegra said it would pay £200 towards the hire charges as the policy only covered up to £40 per passenger. It said it would refund the train fare as a gesture of good will.

Our Investigator upheld this complaint for the following reasons:

- The policy provided cover for onward travel where the car couldn't be repaired on the same day. But he didn't think Fortegra had clearly set out in the Insurance Product Information Document (IPID) the relevant limitations.
- He didn't think Fortegra treated Mr O fairly on the day of the breakdown.
- The policy provided cover to transport Mr O, his vehicle and passengers to his home address or chosen location. He thought the reluctance of the recovery driver to transport Mr O back home would only have added to his distress.

So the Investigator thought Fortegra should do the following to put things right:

- Refund the £450 hire plus 8% simple interest from 23 August 2024 until the date settlement is paid.
- Pay £34.10 it originally offered.
- Pay Mr O £100 for the distress and inconvenience caused.

Fortegra didn't agree with the Investigator and it said it had paid what it was required to pay under the terms of the insurance policy. So the complaint's 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.

I've decided to uphold this complaint and I'll now explain why.

I think it would be helpful in the first instance to set out what the terms of the policy actually covered in this instance:

“National Cover

National Cover includes all the benefits of local cover, along with additional benefit options should it not be possible to complete repair to Your Insured Vehicle the same day.

What is covered

In the event repairs to Your Insured Vehicle cannot be carried out the same day, You will be covered for either;

- 1. Recovery for You, Your Insured Vehicle and up to four passengers to Your home address or chosen location: Or*
- 2. Onward Travel as explained in the Onward Travel section of this Policy Wording.*

The policy further sets out that, where the recovery operator is unable to transport all passengers back in their recovery vehicle it was for Mr O to make arrangements to return home. Fortegra would then refund this up to the policy limits – which in this case were £40 per person.

It's clear Mr O's vehicle could not have been repaired on the same day. So, in the first instance, I think Fortegra should have transported Mr O's vehicle back to a destination of Mr O's choice – likely to be close to his home address. However, it seems he wasn't given this option. Had it done so, Mr O would not have had to pay for a train fare to go and collect the vehicle. So it follows that I think Fortegra should pay this cost.

That said, I think it's unlikely all of Mr O's travelling party could have gotten in the recovery vehicle. So I think he was always going to have to make arrangements to get home. I accept that Fortegra has paid what it's required to pay under the terms of the policy, but, in the specific circumstances of this complaint, I think it should pay the full hire cost for the following reasons:

- The IPID – the document insurers use to highlight key and significant policy terms – says that Fortegra will cover *“onward travel or hotel accommodation for the driver and up to 4 passengers if your vehicle cannot be repaired on the same day”*. But it doesn't set out that this is limited to £40 per passenger. Mr O took out roadside assistance to protect him against financial costs in the event of a breakdown. I think it would clearly be important information for Mr O to know that there were such significant limitations in such cover. I of course cannot know for certain whether Mr O would have acted differently, but Fortegra didn't give Mr O sufficient information to decide whether this policy was suitable for him or to seek an alternative policy. And it's plausible and in fact likely that Mr O would have sourced a more suitable insurance policy if he'd been given an informed choice.
- It took five hours to attend the breakdown. I can see that it initially instructed one recovery agent, but this agent cancelled over two hours after the breakdown was first reported. It then took around three further hours until a recovery agent attended. This is not a fair and reasonable time frame. And, given how late the recovery agent eventually attended, I think this limited the number of taxis available – thereby likely increasing the cost of returning home.
- I'm persuaded that Mr O had significant difficulties contacting Fortegra. He said he and the travelling passengers made around eight calls that went unanswered, sometimes on hold for around 30 minutes. I think this will have added to his distress.
- Some of his travelling party suffered from physical or mental disabilities and the prolonged delays exasperated these.

So while I think Fortegra has technically paid what it was required to pay under the terms of

the policy, I think, given what I've said above, I think the fairest way to pay this right is to that it refunds the taxi fare and train fare Mr O incurred, plus the £100 compensation the Investigator recommended. This is essentially to cover the out of pocket expenses covered under the policy terms and caused by Fortegra in addition to the avoidable distress and inconvenience its caused.

My final decision

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require Fortegra Europe Insurance Company Ltd to do the following to put things right:

1. Refund the £34.10 train fare and £450 taxi fare Mr O incurred;
2. Pay 8% simple interest pa on the above from the date Mr O paid it until he gets it back*; and
3. Pay Mr O £100 in compensation for the distress and inconvenience this matter has caused him.

* If Fortegra Europe Insurance Company Ltd thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr O how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 1 April 2025.

Guy Mitchell

Ombudsman