

## **The complaint**

Miss H complains that Ageas Insurance Limited mishandled her claim on a breakdown insurance policy.

## **What happened**

For the year from 24 December 2023, Miss H had a breakdown policy. The policy covered her small hatchback car, first registered in 2011.

Ageas was the insurance company that was ultimately responsible for dealing with any claim. Much of the complaint is about acts, omissions and communications involving the policy administrator and roadside assistance companies. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications involving Ageas.

Unfortunately, at 2.48pm on 16 August 2024 Miss H phoned Ageas to say that her vehicle brakes had failed on the fourth floor of a multi storey car park with a height restriction of two metres. She asked for help under the policy.

Ageas said an agent would arrive by 4.35pm. It later changed that to 5.15pm. At 5.22pm, an agent arrived. Unfortunately, they said that they couldn't repair the vehicle.

Due to the height restrictions, Ageas proposed to send a specialist recovery vehicle, which the policy wouldn't cover and for which it would charge Miss H. Miss H declined.

Ageas instructed a different agent to attend with a smaller recovery vehicle, with an estimated time of arrival of about 8.08pm.

Shortly after 8:00 pm, Miss H complained to Ageas about the delay. At 8.41pm, the agent arrived and recovered the Miss H and her vehicle to her home address.

By a final response dated 16 September 2024, Ageas apologised and offered £15.00 compensation.

Miss H brought her complaint to us in late September 2024.

Our investigator recommended that the complaint should be upheld. He thought that Ageas had accepted that their service was below that to be expected. He thought that the £15.00 compensation from Ageas was not fair and reasonable for an almost six hour wait. The investigator recommended that Ageas should pay Miss H £150.00 total compensation for the distress and inconvenience caused.

Miss H accepted the investigator's opinion.

Ageas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

*“ We provide estimated times of arrival as there are multiple factors that can affect when a Recovery Operator can arrive on scene. On this occasion, due to a high number of breakdowns in the area, there was a small 47 minute delay caused. We did update the customer of this delay, therefore we would not consider this point to be justified.*

*After we had sent roadside assistance to the customer, which she requested, we then arranged recovery.*

*Due to the difficulty in accessing a vehicle which is on level 4 of a multi-storey car park, we would consider that we provided assistance in a timely manner.*

*I agree that assistance took between 5-6 hours to be completed from when the customer called in however, there is no negligence by us or our Recovery Operator during this assistance. This is why I do not believe this to be a justified complaint however, due to the time the customer had to wait, I am willing to offer a goodwill gesture of £30.00.”*

### **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.

Miss H was a teenage woman alone and in need of help. I consider that she was entitled to expect an emergency response. Ageas provided an estimated time of arrival and kept Miss H informed when delayed.

However, she had waited over two hours by the time help arrived. I don't agree with her complaint that Ageas should've sent a different vehicle on that first occasion. After all, the agent aimed to assess the situation and to repair the car if possible.

There's no evidence that the agent fell below a reasonable standard of service by being unable to fix the brakes that had leaked fluid. Nevertheless, Miss H was hoping for a solution.

Ageas suggested sending specialist equipment for which Miss H would have to pay. Whilst that may have been well-intentioned, I'm not persuaded that it was appropriate. The specialist equipment turned out to be unnecessary. In the end, a smaller recovery vehicle was able to recover Miss H's car.

Ageas' final response included the following:

*“...upholding your complaint. The reason for this is the timescales of your assistance were overall in excess of what we would generally consider reasonable.... the overall organisation and assistance could have progressed more swiftly and I apologise for any inconvenience caused.”*

I don't condone Ageas changing its position to *“do not believe this to be a justified complaint”*.

I find that overall, Ageas fell below a reasonable standard of service by leaving Miss H waiting for longer than it should've. In the meantime, the impact on Miss H was that she was stuck and unable to do much except wait for Ageas.

## **Putting things right**

Miss H has said that she lost earnings of £50.00. However, she has said that this was a job for her parents. So I'm not persuaded that Ageas caused her irretrievably to lose the opportunity to earn £50.00.

Miss H has also said that she bought food and drink for herself and her sister who came to the car park that evening. However, she has also said that she didn't keep receipts. So I'm not persuaded that it would be fair and reasonable to direct Ageas to reimburse her.

Overall, I'm not persuaded that it would be fair to direct Ageas to compensate Miss H for any financial loss.

Nevertheless, I accept that Ageas' shortcomings caused Miss H extra frustration and anxiety at an already difficult time for her. That included extra anxiety about her safety and about having to pay for recovery. I agree with the investigator that £150.00 is fair and reasonable and in line with our published guidelines for such distress and inconvenience.

## **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Ageas Insurance Limited to pay Miss H, insofar as it hasn't already paid her £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 15 April 2025.

Christopher Gilbert

**Ombudsman**