

The complaint

Mrs G complains about the level of service provided by Somerset Bridge Insurance Services Limited in regard to her motor insurance policy.

What happened

Mrs G intended to travel with her family to Europe. She called Somerset Bridge and it confirmed that she was covered by her policy for breakdowns abroad. But when Mrs G's car broke down, Somerset Bridge said she had been misinformed and no cover was in place.

Somerset Bridge accepted that it had made an error. It repaid Mrs G's recovery costs. And it offered to refund her car's repatriation costs and to pay her £1,050 compensation for the trouble and upset caused. But Mrs G wanted it to pay for her car's repairs, and further compensation for the distress caused to her family.

Our Investigator didn't recommend that the complaint should be upheld. He thought Mrs G's policy would have covered recovery and the car's repatriation, but not repairs. He thought only Mrs G and Mr G, a named driver on her policy, were eligible complainants. And so he thought Somerset Bridge wasn't responsible for the impact of the breakdown on the other party members. And he thought Somerset Bridge's offer of compensation for the substantial trouble and upset caused was fair and reasonable.

Mrs G replied that she thought Somerset Bridge was responsible for her children's subsequent health issues. She said the compensation offered didn't compensate her for the loss of her holiday or the effect on her mental health. Mrs G asked for an Ombudsman's review, so her complaint has come to me for a final decision.

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 was sorry to hear about Mrs G's experience and the impact she said this had on herself and her family members. She said they had to spend the night in her car, with the windows down due to the lack of power. And she thought this had an effect on her children's health. She also explained that the episode has caused lasting effects on her mental health and ability to drive.

Somerset Bridge has agreed that it made a mistake when it told Mrs G incorrectly that she was covered for breakdowns whilst abroad. It tried to put things right by asking the roadside assistance provider to cover her retrospectively, but it declined.

When a business makes a mistake, as Somerset Bridge accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

I can see that Somerset Bridge stepped into the shoes of the roadside assistance provider and offered the cover that would have been provided. I think that's fair and reasonable in the

circumstances. So Somerset Bridge refunded the £536.10 costs Mrs G incurred for recovering her car to a garage and then offered £1,500 for repatriating it to UK for repair.

Mrs G also wanted Somerset Bridge to cover the £4,400 cost of repairs. But from what I can understand, the car broke down due to wear and tear or mechanical faults. And these are excluded from cover by Mrs G's policy's terms and conditions. So I don't think it's reasonable to expect Somerset Bridge to also cover these costs.

In terms of impact, Mrs G and her family had to spend an uncomfortable night in her car. Her children were distressed, and her family members had difficulties. Mrs G said she contacted the UK Embassy to try and get help. And she said there were lasting effects on her family and herself because of their experience. I was sorry to hear this, but there are limits on what compensation I can require Somerset Bridge to pay.

Our Investigator has already explained that the powers of the Financial Ombudsman Service are set out in the Financial Services and Markets Act 2000 ("FSMA") and in the rules published by the Financial Conduct Authority ("FCA") – the DISP Rules. We can only act in accordance with these powers so I can't make decisions that fall outside of these powers.

DISP 2.7 says that we can only consider a complaint from an 'eligible complainant'. To be eligible, the complainant has to be a defined category of person – e.g. a consumer, a micro-enterprise, a charity, a trust, etc – and have a certain type of relationship with the respondent firm, e.g. be a customer or potential customer, etc.

Mrs G and Mr G meet the definition of a "consumer", so they satisfy this part of the rule. I've set out the second part of the rule below:

DISP Rule 2.7.6

"To be an eligible complainant a person must also have a complaint which arises from matters relevant to one or more of the following relationships with the respondent" (which in this case is Somerset Bridge).

There are specific subsections which set out the types of relationships which mean we'd be able to consider the complaint. The subsections relevant to Mrs G's complaint are:

"(5) the complainant is a person for whose benefit a contract of insurance was taken out or was intended to be taken out with or through the respondent".

"(6) the complainant is a person on whom the legal right to benefit from a claim against the respondent under a contract of insurance has been devolved by contract, assignment, subrogation or legislation (save the European Community (Rights against Insurers) Regulations 2002)."

So Mrs G, the policy holder, and Mr G, a named driver, meet the requirements to be eligible complainants and I can consider awarding compensation to them. But Mrs G's other family members are not eligible for compensation under the rules I must follow. Mrs G thought her children developed health issues due to the experience. But I can't consider that here as they are not eligible complainants.

Somerset Bridge has offered to pay Mrs G a total of £1,050 compensation for the trouble and upset caused. I think this reasonably covers:

- Mrs G's loss of expectation for her holiday and distress at being told that she didn't have cover in place.
- The inconvenience and difficulty in Mrs G having to arrange her own recovery and repatriation.
- The distress and inconvenience of having to spend a very uncomfortable night in the car.
- The cost of repatriating the family.

- Mrs G's ongoing upset and loss of confidence with driving.

I'm satisfied that Somerset Bridge's offer is in keeping with our published guidance for situations where there has been substantial distress and inconvenience caused by a business's error. And so I think that's fair and reasonable, and I don't require Somerset Bridge to increase this.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 12 May 2025.

Phillip Berechree
Ombudsman