

The complaint

Mr H has complained about Financial & Legal Insurance Company Ltd. He isn't happy about the way it dealt with a claim under his motor breakdown policy.

Any reference to Financial & Legal includes any agents that it is responsible for unless specified.

What happened

Mr H took out a motor breakdown insurance policy and he requested assistance when he had a problem with his car at the airport late at night when he returned from holiday. Financial & Legal asked Mr H to choose between having roadside assistance or to be recovered to a local garage.

Mr H chose local recovery but as he didn't know any garages in the area as he lived some distance away, he then chose roadside assistance as he simply couldn't find a garage. When the recovery agent arrived, they inspected his car but as the brakes had seized, they couldn't get Mr H's car mobile again. Financial & Legal explained to Mr H that as he had chosen to use the roadside assistance option it wouldn't recover him as the policy only covered one option or the other. So, Mr H had to pay to recover his vehicle privately and he complained to Financial & Legal about this.

Financial & Legal explained to Mr H that the policy only covered one of the options and so it didn't think it had done anything wrong. And as Mr H remained unhappy, he complained to this Service.

Our Investigator looked into things for Mr H, and he upheld his complaint. He thought that Mr H should have been offered recovery in line with the policy. So he thought Financial & Legal should pay the recovery costs Mr H incurred having to recover his car. And that it should pay him £150 compensation for the delay, stress, worry and inconvenience all this caused him as he was left stranded and in a difficult position late at night.

As Financial & Legal didn't agree the matter has been passed 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.

Although I can understand Financial & Legal's position I don't think it acted fairly in the particular circumstances of this case. I know this will come as a disappointment to Financial & Legal, but I'll explain why.

Financial & Legal have declined to offer to recover Mr H after its recovery technician attended and confirmed that his brakes had seized and couldn't be repaired at the roadside. It relied on the policy wording which said under '*Eligibility for cover*' that '*If Your Vehicle suffers a Breakdown which occurs during the course of a journey, we will provide assistance for any accordance with the policy wording and dispatch costs involved for either the*

roadside assistance and/or recovery to the nearest Suitable Garage (not including parts and labour) during the period of cover and within the territorial limits.'

As Mr H wasn't anywhere near his home address he was left in a very difficult position as he wasn't aware of any garages near the airport that would take his car at that time of night. And he wasn't able to research a local garage either, so he was pushed to making the decision he made. Indeed, I would expect Financial & Legal to try and help here as it would have access to the internet and local information more easily than Mr H. And just as it placed a call for roadside assistance it could have asked for a local recovery agent to recover his car to a local garage, especially as it seemed likely his car wasn't repairable, or at least made that offer to Mr H.

When the roadside technician attended Mr H's car, they couldn't repair it as the brakes had seized. And as Financial & Legal wouldn't provide any further assistance Mr H had to arrange his own recovery to near his home address at a cost of around £260.

However, Mr H's policy says '*We will arrange to send roadside assistance to the scene of the of the Breakdown and assist for up to 60 minutes. We will pay call out fees and mileage charges needed to repair or assist with the Vehicle. Any repairs undertaken during a Roadside Assistance are deemed to be temporary in nature only. Following a Repair Your Vehicle must be taken immediately to a garage for permanent repairs to be made. If, in the opinion of Our Breakdown and recovery operator, they are unable to repair the Vehicle at the roadside We may assist by providing Local or National Recovery as required*'.

The policy makes it clear that in relation to roadside assistance Financial & Legal '*...may assist by providing Local or National Recovery*' if the recovery technician can't repair the vehicle at the roadside. And the policy isn't clear about any circumstances when Financial & Legal will or will not offer recovery. However, given the particular circumstances of Mr H's breakdown I think it should have offered recovery. I say this as this is what Mr H wanted in the first instance, and it seemed likely that he would require recovery all along given his brakes had seized and I note the wording refers to "*and/or recovery*" under the '*Eligibility for cover*' section as well. So it isn't abundantly clear in the policy documentation that Mr H had to choose, and any ambiguity should be interpreted in the consumer's favour.

Given all of this I think the fair and reasonable thing to do, in the particular circumstances of this case, is for Financial & Legal to pay the recovery costs Mr H incurred having to get his car recovered to his home address (subject to reasonable proof), plus 8% simple interest for the time he has been without the money owed. I know Mr H paid additional costs to get his car recovered to a garage at a later stage, but I agree with our Investigator that wouldn't be covered under the policy. And I think Mr H should be paid £150 compensation as he faced a lot of stress, worry and inconvenience late at night after returning from holiday here so I agree this feels fair.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require Financial & Legal Insurance Company Ltd to pay Mr H's recovery costs (subject to reasonable proof), plus 8% simple interest from the date of payment until the date of settlement. And £150 compensation. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 November 2025.

Colin Keegan
Ombudsman