

The complaint

Mr A complains that AmTrust Specialty Limited “AmTrust” provided a poor service when he requested recovery of his vehicle, and that it sent an unqualified recovery agent, which caused him a financial loss as he had to arrange recovery at his own expense.

What happened

Mr A called AmTrust in November 2024 when he was unable to get into his vehicle. A recovery truck arrived at his home address but was unable to tow his car due to the narrow accessway leading to the vehicle.

Mr A complained. He said that AmTrust sent someone without the knowledge required to get into the car or tow it. He said that when he arranged his own recovery truck, the driver let him know there was a manual key inside his key fob, which would open the car. He then was able to unlock the vehicle and release the handbrake so it could be towed.

AmTrust said in its final response letter that when the recovery request was made, a description of the fault was provided over the phone and the claims handler then offered recovery to a local garage under the terms of the policy, once it was confirmed the vehicle was in an accessible location for a large recovery truck to attend.

It added that under the terms of the policy, if recovery couldn't be made due to the vehicle not being accessible, then a cancellation fee of £120 would apply. But it apologised to Mr A and said that in the circumstances, it would waive the cancellation fee.

Mr A remained unhappy so he referred his complaint to this service. He said that on top of the problems towing the vehicle, he'd had to phone AmTrust many times and there were delays in its handling of the request. He said he'd also incurred a £160 charge for the recovery he'd arranged himself. Our Investigator considered the complaint but didn't think it should be upheld. She said, among other things, that there was insufficient evidence of the charges Mr A had incurred. So the complaint has now come to me for an Ombudsman's 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Mr A and AmTrust have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must

handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

I've checked the policy terms and these say that in the event of a breakdown at the policyholder's home address, AmTrust will instruct a Recovery Operator to attend the scene of the breakdown and where possible, carry out a temporary repair *"and/or take the Vehicle to a suitable garage"*.

The use of *"and/or"* in the policy terms shows that AmTrust would not be obliged in every situation to carry out a repair – as it could, in accordance with the policy terms, choose to *either* do that *or* take the vehicle to a garage.

Mr A has complained that the recovery agent he arranged himself, who attended his vehicle after AmTrust's recovery operator did, was able to gain access to his car using the manual key. I can appreciate how frustrating this must've been for Mr A – and I can certainly understand his disappointment that AmTrust's agent didn't do the same.

But I have to consider whether AmTrust acted in line with the policy Mr A held with it. And I think it did. Because, as I've mentioned above, the policy terms allowed AmTrust to attempt to take the vehicle to a garage instead of attempting a repair at his home.

I've checked to see if this was made clear to Mr A when he made the call out request. I've listened to the phone call made on the day. The agent advises Mr A that a recovery vehicle will be sent out to him, and asks Mr A if there's enough room for a bin-sized lorry. Mr A replies that there is plenty of space. So I think it was made clear to Mr A that a large truck would need access.

But I don't think AmTrust was as clear as it could've been about the circumstances under which a cancellation fee would be charged. The adviser during the call said a charge would apply if Mr A cancelled the request, or wasn't with his vehicle when the recovery operator arrived. It wasn't made clear during the phone call that if there wasn't access for a large truck, the cancellation fee would apply in those circumstances too, although I can see this is made clear in the policy terms, which say:

"If You call Us to arrange recovery but then cancel it or if You are not with the Vehicle when a Recovery Operator arrives or if the Vehicle is not in an accessible location when You have told Us it is or no fault is found with the Vehicle when it is inspected by a Recovery Operator, then You will be charged a cancellation fee of £120.00 if within the United Kingdom."

So whilst the cancellation terms were clear in the policy document, I don't think it was made clear enough in the call that the cancellation charge would apply. In any event, AmTrust has since waived the fee, so I'm satisfied it's done what I would've expected to put things right.

It's in dispute whether the vehicle was in an accessible location or not, but neither party has provided sufficient evidence of the location the car was in. Having looked at images online of Mr A's address, I can see that the street is quite narrow, and it would've been difficult for a bin-sized lorry to attend and tow the vehicle. Mr A hasn't provided evidence of the size of the vehicle which eventually did attend and manage to tow his car. So in the absence of that information and based on the images I've seen, I don't consider AmTrust's recovery agent would've been able to successfully tow the car from his home address.

As I've said, I don't think it was fair for AmTrust to charge the cancellation fee in the circumstances. And I can see that in addition to waiving the fee, AmTrust has also

apologised which I think is fair, as there's been no financial detriment to Mr A in terms of the cancellation charge itself. But Mr A has said he had to pay £160 to another provider and his car was fixed on the same day. He's provided evidence of a cash withdrawal but no other evidence of the costs he incurred, such as an invoice or receipt for repairs or recovery.

Mr A's policy says that *"Any Reimbursement request where You are unable to clearly evidence the call out cost independently of the parts or tyre"* will not be covered. So I'd only expect AmTrust to cover the charge for the second recovery vehicle if Mr A can evidence that the fee was for recovery of Mr A's vehicle on or around the same date, after AmTrust was unable to recover it. If Mr A is able to provide evidence to AmTrust of the actual charge, then I'd expect AmTrust to consider any such evidence and reimburse Mr A in line with the terms and conditions of his policy. The document showing the cash withdrawal doesn't show how much Mr A paid to the recovery company or what the charge was for – and any evidence provided would need to specify how much was for recovery and how much was for anything else, such as a full repair.

Until such evidence can be provided to AmTrust, I'm satisfied from AmTrust's job notes and call notes, that Mr A's car couldn't be towed as the street was too narrow for a bin-sized lorry to carry out the job, despite Mr A telling AmTrust there was plenty of space. As I've not seen sufficient evidence from Mr A to refute this, such as evidence that a similar sized lorry was indeed able to tow his vehicle, and I've not seen sufficient evidence of the charges Mr A had to pay the second recovery company, I'm afraid I'm unable to uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint.

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

Ifrah Malik
Ombudsman