

The complaint

Mr I complains about the service provided in relation to a roadside assistance policy underwritten by Fortegra Europe Insurance Company Ltd.

What happened

The following is intended only as a summary of the events. Additionally, for the sake of simplicity, I have just referred to Mr I and Fortegra. References to Fortegra should be read to include the actions of its agents.

Mr I held a roadside assistance policy, underwritten by Fortegra. In September 2024, Mr I was around 85-90 miles away from his home address, with his 11-year-old son, and found that his vehicle would not start. He contacted Fortegra and a recording of this call has been provided.

Fortegra's agent explained to Mr I that he could either chose a roadside assistance option whereby someone would be sent to attempt a jump start, but if that was unsuccessful that would be the end of the service. Or a roadside recovery option whereby the jumpstart would be attempted, but if this was not successful the vehicle would be recovered to a garage or another destination of Mr I's choosing. Mr I selected the second of these options. And said he wanted the vehicle recovered to his home address.

The agent then clarified that this recovery was only to a location within 25 miles. So, suggested Mr I identify a local garage that was open. The agent provided Mr I with a list of garages.

Having checked the paperwork, Mr I said that the cover provided set out that if the vehicle could not be fixed at a garage it would be recovered home. The agent responded saying that the vehicle would need to be recovered to a local destination. The agent then said that the only way to have Fortegra recover the vehicle to Mr I's home was for him to pay for this.

Mr I said that the best option was to get someone to come out to see if they could fix the vehicle. And if they couldn't, to take it to the nearest garage. The agent responded, saying that they did not send out mobile mechanics and that only a jumpstart would be attempted, and that if this was unsuccessful that would be the end of the assistance that would be provided.

As the electrics on the car were working, Mr I said he did not think a jumpstart would work. So, the situation was left with Mr I being provided with a list of garages for him to contact and arrange repair.

Mr I has said that he called the garages provided in the list, most of which were closed on a Sunday. The one garage that was open said it would not be able to repair the vehicle that day. So, Mr I paid for the vehicle to be recovered to his home address.

Mr I then complained that the policy did not provide the benefits that he expected in the event of his breakdown. Fortegra didn't uphold the complaint, saying that it had offered the

cover provided under the policy. So, Mr I brought his complaint to the Financial Ombudsman Service.

Our Investigator recommended the complaint be upheld. She thought Fortegra had not provided the assistance required by the policy in the circumstances. And so she said Fortegra should pay Mr I the cost he incurred recovering the vehicle – with interest, as well as £250 compensation.

Fortegra did not agree with this, saying that if there was no garage within 25 miles able to accept the vehicle, the Local recovery could not be arranged, and therefore the extension to National cover does not trigger. As our Investigator was not persuaded to change her recommendation, this complaint has been passed to me for a 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.

Having done so, I am upholding this complaint largely for the same reasons as our Investigator.

The cover provided under Mr I's policy essentially says that, in the event of a breakdown, Fortegra should have either instructed a recovery operator to attend the location and attempt a temporary repair and if this was not successful to arrange recovery to a suitable garage within 25 miles, or, where it was obvious that a temporary repair would not be possible, to arrange recovery to the garage immediately. This is the Local element of the cover provided.

Mr I also had the benefit of National cover. This provided the additional benefit that where the repairs to the vehicle could not be completed on the day, the vehicle and its passengers would be recovered to their home address.

In the circumstances, Fortegra did not instruct a recovery operator to attempt a temporary repair. Mr I asked for someone to attend and see if they could fix the vehicle, but was informed that Fortegra did not send out mobile mechanics. He was offered a jumpstart – but was told that if this option was selected that would be the end of the assistance Fortegra would provide.

I am not persuaded that the offer of a jumpstart is the offer of a temporary repair. This might resolve some problems, but this would only be in very limited circumstances and not what would reasonably be expected from the cover provided. Even if a jumpstart would qualify as a temporary repair though, the cover under the policy indicates this would not be the end of the assistance provided. Following an unsuccessful jumpstart, the next action Fortegra ought to have provided was recovery to a local garage. Indeed, given the indication that a jumpstart would not have been successful, this step could have been skipped.

Mr I was not provided with recovery to a local garage. He was effectively given a list of garages that were largely closed. And left to make his own arrangements with these garages. That is clearly not the provision of assistance to "recover You, Your Insured Vehicle and... passengers to the nearest suitable garage".

Fortegra's only defence appears to be that the National cover was not engaged because the Local cover was not exhausted. However, the reason the Local cover was not exhausted appears to be because Fortegra did not provide the assistance necessary to provide this.

I am also not persuaded that the National cover would not engage where there is no local

garage able to take on the work. The National cover is provided, "should is not be possible to complete repair to Your Insured Vehicle the same day." If a garage is not available, it is not possible to complete repair. So, the National cover ought to engage at that point. This would have led to the recovery of Mr I, his child, and his vehicle to their home address.

Instead of providing this service, Fortegra essentially stranded Mr I, his vehicle and his young child over 85 miles from home to arrange their own recovery.

Given Mr I had the benefit of a roadside assistance policy that ought to have responded in the circumstances, this is clearly inappropriate and could potentially have led to serious consequences for a different customer in different circumstances.

As part of this complaint however, I am only able to address Mr I's circumstances. Mr I was, with some inconvenience that ought to have been avoided, fortunately able to arrange for his own recovery. But I consider that it is appropriate that Fortegra reimburse Mr I for the cost of this, as well as pay him £250 compensation for the distress and inconvenience he experienced as a result of Fortegra's actions.

Putting things right

Fortegra Europe Insurance Company Ltd should pay Mr I:

- £464.70 for the cost of recovering his vehicle
- Plus interest on this sum at a rate of 8% simple from 30 September 2024 to the date of settlement
- And £250 compensation for the avoidable distress and inconvenience caused.

My final decision

My final decision is that I uphold this complaint. Fortegra Europe Insurance Company Ltd should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 3 October 2025.

Sam Thomas
Ombudsman