

## **The complaint**

Mr D has complained that Liverpool Victoria Insurance Company Limited trading as Britannia Rescue ("LV") hasn't refunded him for breakdown cover or covered his costs in relation to a breakdown, following what Mr D believes was its refusal to meet its obligations.

## **What happened**

In 2024, Mr D's vehicle broke down as he was returning it to a dealership following a recall. On the way to the dealer, the engine stopped and wouldn't start. Mr D has a disability which made it very difficult for him to walk to the dealer after the breakdown, particularly as he was walking on a rough roadside verge.

Mr D struggled to walk the 300 yards to the dealer and found that no one was willing to come out to look at the vehicle. Police arrived to take care of the traffic situation as Mr D's car was stuck in the middle lane of a three-lane carriageway. The police also contacted a recovery firm which came and towed the car to the dealership.

Mr D was advised to contact his breakdown insurer, to get a refund of the cost of the recovery. But when Mr D contacted LV, it refused to cover the cost. It said Mr D hadn't called LV when he broke down, and it was unable to reimburse any private recovery costs as this wasn't a service it provided or a benefit under his policy.

Mr D made a complaint. In its response, LV said its phone lines were open seven days a week and representatives were available 24 hours a day to assist customers in need, but that Mr D had not called when he broke down, which meant it didn't have a chance to assist him. Mr D didn't accept LV's response, so he referred his complaint to this service.

Our Investigator considered the complaint, but didn't think it should be upheld. He said LV had made it clear in its policy terms that Mr D should've contacted it to recover his vehicle and that it wouldn't pay for any help it didn't arrange. Mr D didn't accept our Investigator's conclusions, so the complaint has now come to me to decide.

## **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 D and LV have provided. Instead, I've focused on those I consider to be key or central to the issue in dispute. 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.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

In Mr D's case, he contacted LV for a refund of the cost of the recovery. But I can't see that this cost is covered under his policy. His breakdown policy with LV says the following:

*"Section C – Roadside Assist*

*If your vehicle cannot be driven because of a breakdown which occurred more than a ¼ of a mile from your home address, we will:*

- Try to repair the fault at the roadside for up to one hour so that you can continue your journey safely and legally;*
- If we cannot repair your vehicle at the roadside we will transport your vehicle, you and up to 7 passengers that are in the vehicle at the time of the breakdown to a local place of repair or to a destination of your choice within 10 miles of the breakdown; or*
- if you have lost or broken your vehicle keys, and a spare set is known to be at a nearby location, we may choose at our discretion to arrange transportation for you to collect the spare set instead of allocating a breakdown professional to attend the vehicle. At all times, we will choose how best to help you.*
- Relay telephone messages to advise of unforeseen travel delays."*

The policy further states exclusions to cover, which include:

*"Any costs you have to pay if, following an accident, the police have temporarily removed the vehicle to a safe location or local place of repair"*

and

*"Any cover or benefits if we have not attended the vehicle at the time of the breakdown"*

In addition, a specific condition of the policy which Mr D must meet before cover can be provided is:

*"Section H – General conditions of service*

- 1. You must make all requests for our breakdown and recovery assistance immediately. We will not accept responsibility for any service or help that we have not arranged."*

So, taking everything into account, it's clear that LV has acted in line with its policy terms. It's not willing to provide cover where it hasn't attended the breakdown, or where it hasn't been contacted immediately following the breakdown. And I don't consider this unreasonable.

It's impossible to say with certainty whether, if Mr D had contacted LV immediately, LV's recovery agents would've arrived before the recovery firm which was arranged by the police. But Mr D didn't allow LV the opportunity to try to get to him and recover his vehicle. I appreciate that the vehicle was in a dangerous position on a three-lane carriageway – so it needed to be moved as a matter of urgency. But I've seen no evidence of an attempt by Mr D to contact LV at the time of the breakdown.

I appreciate Mr D doesn't carry a mobile phone, but I've considered other possible ways for Mr D to have got in touch with LV at the time – and I think this would've been entirely possible by using a phone at the dealership, or by asking the police to place a call for him, for example. Mr D has raised the point about the letter he would've needed to carry in order to have the relevant information with LV's contact details to hand. This information was

contained within his breakdown cover documents – and he was encouraged to carry the important telephone numbers with him. I'm not persuaded that he wouldn't have been able to keep a note of his breakdown provider's contact details in his vehicles.

I understand Mr D has mobility difficulties and I can appreciate just how difficult the situation must have been, so I have a great deal of empathy for him. I accept that some of the parties involved on the day could've done more to help Mr D, such as the dealer and the police, but I don't consider that to be the fault of LV.

Ultimately, I'm satisfied LV acted within the terms and conditions of its policy, so whilst I'm very sorry to disappoint Mr D, I'm afraid I'm not upholding this complaint.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 July 2025.

Ifrah Malik  
**Ombudsman**