

The complaint

Mr J complains about the manner in which Fortegra Europe Insurance Company Ltd (Fortegra) handled a claim on his breakdown assistance insurance policy.

Reference to Fortegra includes its agents which handled Mr J's claim.

What happened

There were a number of interactions between Mr J and Fortegra. I haven't referred to all of those in the summary below. Instead I have selected some of the key events which give a flavour of how the complaint unfolded.

In August 2024 Mr J rang Fortegra. He said he was about to return from a family holiday but his car wouldn't start. It had battery charge and would turn over but wouldn't fire up. He needed help. Fortegra told him that in the first instance he would need to find a garage local to him that would be able to repair his car in the event recovery agents couldn't start it at the roadside.

Mr J rang back. He said he'd tried numerous local garages but none of them were in a position to fix his car straightaway. He asked Fortegra to arrange recovery of his car to his home address. Fortegra said that his policy only covered him to take his car to a repairer within 25 miles of where he currently was. Mr J read out the relevant parts of his policy which he believed indicated it would cover him to return his car home. Fortegra agreed that its policy wording was vague and perhaps misleading but said it couldn't help. It gave him the names of other garages within a 25 mile radius and told him to try those.

Mr J called Fortegra again. He said he still couldn't find a garage to repair the car that day. Fortegra suggested that if he could find one to take it to that would repair it soon it would take it there. Mr J gave it the name of a garage that could look at Mr J's car in the coming week or so. Fortegra told Mr J it would cover the costs – up to £250 – for a hire car so he and his family could get home. But Mr J would have to arrange this himself and claim the costs back later.

Mr J then had to find a suitable hire car provider and make his own way to it, some distance away, to pick one up, while his partner waited with their broken down car.

Some hours later a recovery truck came out. It was too large for the narrow lane Mr J's car was in and the recovery driver said he couldn't collect the car. He said he would need to arrange for a smaller truck to pick it up the following day. Mr J hid his key in the car and told the recovery agent where it was. He then drove to his home, several hours away, that night.

The next day Fortegra initially told him that his car had been recovered to the nominated garage. But Mr J later found out that wasn't the case and had remained where it was.

In a series of emails Mr J asked for Fortegra to clarify its position and what it was doing about collecting his car. It told him it wasn't collecting his car and that he owed it £125 because of a cancelled recovery.

Mr J then arranged for his car to be recovered himself.

Mr J complained to Fortegra. When he did so he asked Fortegra a number of questions. Fortegra provided more than one response in which its position changed. It eventually

withdrew the £125 cancellation charge and offered him £300, which covered £250 for the hire car and £50 for the recovery.

Mr J brought his complaint to the Financial Ombudsman Service. One of our Investigator's looked into it. He didn't think Fortegra had treated Mr J fairly. The Investigator said it should reimburse Mr J's expenses for the recovery and the hire car. Also that it should pay Mr J £100 compensation for his distress and inconvenience. The Investigator later said that Fortegra should add simple interest to its reimbursement of Mr J's out-of-pocket expenses.

Mr J accepted our Investigator's complaint assessment but Fortegra didn't. So the matter's been passed to me to determine.

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'm going to uphold it.

Fortegra's policy offers various levels of cover, for example Local, National, Europe etc, which each offer various benefits. Mr J selected a benefit package called 'National Cover'. The policy's product information document, which summarises the levels of cover, said:

"National Cover includes the benefits of Local cover plus:

- *Recovery for the driver, vehicle and up to four passengers to your chosen location if your vehicle cannot be repaired on the same day."*

Similarly the policy document itself says, on more than one occasion, that in the event the car couldn't be repaired the same day, the policy would cover recovery for the policyholder and up to four passengers to their home address or other preferred location.

I've listened to Mr J's calls with Fortegra. It's apparent he'd interpreted the above terms to mean that, as his car couldn't be repaired within 24 hours because no garage had the capacity to do so, then Fortegra would arrange its recovery to his home. I find that to be a perfectly reasonable interpretation of the policy wording as set out.

However, Fortegra said that because the policy said the benefits of National Cover includes the benefits of Local Cover and Local Cover was restricted to a 25 mile radius, then that was all its policy, whether national or local cover, would offer. That is, it wouldn't ever recover the car to a garage that was more than 25 miles away no matter where the car actually was.

That might well be what Fortegra's underwriters intended the policy to say. But that is not clearly expressed in the policy. And as it's not clear, and Mr J had no involvement in drafting the policy, I think it's fair to interpret it in the manner which is most favourable to Mr J as the policyholder.

It's evident that Mr J had a clear expectation that in the circumstances where his car couldn't be repaired that day, the policy covered him to recover his car and his family back to his home. And I think that's an entirely valid interpretation. So given the policy's lack of clarity that's the level of cover I think Fortegra should have provided.

But because Fortegra didn't provide that level of service Mr J has found himself significantly out-of-pocket. Fortegra did tell him it would cover his hire car costs, of up to £250, but despite him providing an invoice for a figure higher than that – on 18 August 2024 – it hasn't paid it. But hiring a car for a maximum of £250 was something Fortegra told Mr J his policy would cover so I think it should reimburse him that sum now.

Further, Mr J had to arrange recovery of the car himself as Fortegra had refused to do so. And as that was significantly delayed the initial recovery had to be abandoned because the car's battery had run down in the meantime, which meant that the recovery operator couldn't recover the keys which were hidden inside the car. Obviously had Fortegra arranged

recovery the same day Mr J reported the issue that wouldn't have happened. So Mr J then had to arrange a second recovery.

Mr J's given us invoices showing the sums he's had to pay because Fortegra didn't deal with his claim fairly. I've set those out individually below. I don't think he'd have incurred those costs if Fortegra had treated him reasonably. So I think it's fair that Fortegra should reimburse all of those sums.

Also, I've seen that Fortegra made a litany of other mistakes when handling Mr J's claim. I haven't sought to refer to each of those here. But some of the things that stand out are:

- Mr J initially contacted Fortegra around 10 am in the morning, but because of the manner Fortegra dealt with the claim, it was almost 9pm before a recovery operator reached him. And even then it couldn't recover the car because the truck was too big even though Mr J had explained that he was in a holiday area with narrow lanes.
- It told Mr J he owed it £125 because it had sent out a recovery truck that was too big to navigate the narrow lanes.
- Fortegra told Mr J it had recovered his car to the local garage. But it hadn't.
- Fortegra refused his recovery claim telling him it wasn't valid, without explanation why.
- It also failed to respond to most of the questions that he put to it.

I don't think Fortegra's actions were reasonable in the circumstances. So I think it's fair that Fortegra pays him £100 in recognition of the distress and inconvenience he suffered because of its handling of the matter.

Putting things right

As set out above I require Fortegra to reimburse Mr J for:

- £250 hire car costs.
- £85 to an operator to arrange the first recovery.
- £285 for the abandoned recovery.
- £360 for the second recovery.

And because he's been without the use of that money Fortegra should add interest to the sums reimbursed. It should calculate the interest at a rate of 8% a year simple from the date Mr J paid those sums to the date it reimburses him¹. It may ask Mr J for proof of payment. If it does he should respond promptly.

Fortegra must also pay Mr J £100 compensation for his distress and inconvenience.

My final decision

For the reasons set out above I uphold this complaint. I require Fortegra Europe Insurance Company Ltd to take the steps set out under the heading of 'putting things right' above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 7 August 2025.

Joe Scott
Ombudsman

¹ If Fortegra considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr J how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.