

## The complaint

Miss K complains about the service received from Ageas Insurance Limited when making a claim under her vehicle breakdown cover.

Miss K has dealt with other companies during this claim but for simplicity I will refer to Ageas throughout as they are responsible as underwriters of the policy.

## What happened

Miss K's car broke down while driving in France in late 2024. The car was recovered under the terms of the policy cover, and transported for repair to a garage close to the scene of the breakdown. Unfortunately the car was not repaired for a number of days, during which time Miss K needed to return to the UK. She claimed for her expenses for returning home under the terms of the policy and these were paid by Ageas.

Miss K planned to return to France to collect the car at a later date. On 26 November Ageas sent Miss K an e mail from the garage in France which said that the car was ready and provided the opening times. This stated *"the workshop is open from Monday to Friday except on Tuesday (or the client must call before if he arrives on Tuesday) from 9:30 to 12:00 and from 14:00 to 18:00"*. At some point after receiving this information Miss K booked travel and accommodation in France for three nights for herself and her husband, from 9 to 12 December. Her plan included collecting the car on Tuesday 10 December.

Several attempts were made by Miss K and Ageas to clarify that the car could be collected on that day but all were unsuccessful. On the day before, when they were already in France, it became apparent that the garage would not be open to release the car. Miss K was unhappy and complained to Ageas about the inconvenience and extra expense that she had incurred by not being able to collect the car as planned. Miss K provided receipts for over £700 for the trip. Ageas explained that it had not promised that the garage would be open and wasn't at fault. It also explained that the limit of the cover under the policy for the costs of returning to collect the car were £200 which it paid.

Unhappy with this outcome Miss K complained to this service. Our investigator felt that Ageas had not acted unreasonably and did not uphold the complaint. Miss K has asked for an ombudsman to review the case.

## 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.

My decision is that Ageas acted fairly and within the terms of its policy and I do not uphold this complaint. I understand that Miss K has found this whole process frustrating and hugely inconvenient, so this outcome will be very disappointing. I can only seek to assure her that I have considered all of the information, including several telephone recordings, and to explain why I have made this decision.

While the complaint is about the problems with collecting the car it is clear that throughout her dealings with Ageas and this service Miss K has expressed concerns about a range of issues which I will include for completeness.

I think that it is important to reflect that insurance typically doesn't cover every eventuality and will often not make up for the inconvenience and upset of the incident which triggers a claim. In this instance, Miss K had breakdown assistance cover which included some, but not all, of the potential costs associated with a breakdown in Europe.

Miss K was initially unhappy that her car was transported to a rural garage for repair rather than somewhere more convenient to the continuation of her journey. The location of the garage became an issue of frustration both at the time of the repairs and when returning later to collect the car. She was also frustrated by the time taken for the car to be looked at and repaired, a delay of a few days which meant that it couldn't be collected before she needed to return home to the UK. She mentions the difficult arrangements to travel home and feels that Ageas are responsible for the garage delays. But her policy only covered the transport of her car to a garage within 10 miles of the breakdown. And, the performance of the garage, the speed with which it works and the quality of its work is not part of her policy coverage. The policy does not cover the repair of a vehicle, unless possible at the roadside within one hour, which was not the case in this instance.

I'm satisfied that in this regard Ageas acted appropriately and within the scope of the cover of her policy, including meeting all of her return travel costs although they appear to have exceeded the £500 policy limit.

The main point of contention became the issue of collecting the car. It is clear to me that Miss K was notified in good time of the limitations around collection of the car on a Tuesday. I've listened to telephone calls, including one of 1<sup>st</sup> December in which she confirms that she is aware of the issue and that she herself needs to contact the garage to arrange this. She confirms that she will be e mailing the garage to do so, preferring not to call on the telephone. In her response to the investigator's view Miss K states that, on receiving the details of the opening times, she instructed Ageas to contact, what she emphasises as, "their" garage to arrange the Tuesday collection. The evidence of the calls and e mails is that while she later asked Ageas to also contact the garage, she clearly initially acknowledged her own responsibility and intention to do so.

Ageas supplied Miss K with an e mail address to do so. I see that there were some problems with the text message adding an inappropriate hyphen in the e mail address which was later resolved. In other contacts with Ageas it's clear that it tried to support her by also messaging the garage. But it is apparent that Miss K had already booked her return trip and had assumed that a Tuesday collection would be possible.

On this point I appreciate that Miss K believes that the wording suggests that collecting a car on a Tuesday is possible, even that it can be assumed that it only takes a call to arrange. But it remains unclear to me why she chose to book her trip around a Tuesday collection date without first ensuring that was the case.

I recognise that Miss K has felt frustrated throughout this process, including the inability of the garage to deliver the car to a more convenient location. But it is also fair to reflect that Ageas made it clear to her that there was the option to repatriate the car for repairs to be done in the UK. This was offered to her as early as 21 November when she had both a conversation and an explanatory e mail from Ageas when it became clear that the car would not be repaired within 48 hours of the breakdown. She was told that she could choose to have her own transport costs paid, and the costs for the car, to return to the UK or come back herself at a later date and have her expenses met to the policy limit of £200. She chose

the latter option. This is a key issue, as Miss K has since challenged the reasonableness of the £200 limit. In my view she was properly offered a choice and made it, after time to reflect and consult.

Ultimately, I am satisfied that Ageas is not responsible for any perceived failings on the part of the garage undertaking the work for Miss K. The policy clearly states that such a relationship is between the insured and the garage and not part of the cover under the policy. So, it follows that I don't hold Ageas responsible for any of the faults which Miss K found in the service she received from the garage, including the slower than expected repair, the non-response to contacts and the failure to facilitate collection of the car on a Tuesday. And I don't accept that Ageas is responsible for misleading Miss K when it shared the opening times and comments sent from the garage. At no time did any member of staff promise that a Tuesday collection was possible. It seems to me, from the calls and notes I've seen, that Miss K made that assumption herself and actually complained when told by one call handler that there was a possibility that the garage wouldn't be open on the day.

It is also important to be clear that Ageas properly applied the policy limits for Miss K's claim for the expense of returning to collect the car. While she submitted receipts for over £700 it appears that the real financial impact of the change of collection date to the Wednesday was minimal. It required the cancellation of one night's accommodation elsewhere, which was refunded, and the booking instead of a replacement night elsewhere. I recognise that the situation led to a last minute change of plans and the related inconvenience but it does not follow that Ageas is responsible for paying the total costs of the trip which Miss K booked, even had I felt that it had failed to provide the service it should have.

### **My final decision**

I do not uphold this complaint against Ageas Insurance Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 26 August 2025.

John Withington  
**Ombudsman**