

The complaint

Miss N complains about her roadside assistance insurer, AmTrust Specialty Limited (AmTrust) charging her for a breakdown callout which she cancelled after managing to start her vehicle and move it away from a busy road junction.

References to AmTrust in this decision include their agents, which in this case are A as the breakdown services provider engaged to provide breakdown assistance. Specific references are also made to A in describing events in this case.

What happened

Miss N took out a one-year motor breakdown policy with AmTrust in January 2025, at a total cost of £64.46. In March 2025 Miss N broke down on a busy main road, causing an obstruction. She contacted AmTrust to request assistance and was told it would be an hour for a recovery operator (A) to reach her. She was helped by passers by stopping to push her vehicle to the side of the road. Miss N had her vulnerable daughter and second child with her, one of whom experienced a meltdown because the stressful situation. Miss N tried to restart her vehicle, and it restarted.

She contacted AmTrust again, just under an hour after she first called them, to say she no longer required assistance but was told she would be charged £120 for having moved her vehicle from where it broke down and that assistance was no longer required (she had been told her vehicle would be recovered rather than a repair attempted at the roadside).

Miss N was unhappy at being charged for cancelling the request for assistance, when she had managed to restart her vehicle and it was otherwise obstructing a main road, and she was in a difficult situation with her daughter being in distress. But AmTrust said the policy terms and conditions provided for them to charge for a breakdown request no longer needed and this was clearly set out in the policy documents, and she'd accepted the terms when taking out the policy.

Miss N remained unhappy at being charged £120, so she complained to AmTrust.

AmTrust didn't uphold the complaint. In their final response, issued in March 2025, they referred to the policy wording which provided for the £120 cancellation charge. Given the importance of the condition to the policy, AmTrust also noted the cancellation charge was referred to in the Policy Schedule. AmTrust added that when purchasing the policy, it was a requirement that the full terms of the cover were understood and suitable, including the cancellation charge. The terms were reiterated and accepted when Miss N called to request assistance when her vehicle broke down, prior to despatching a recovery operator to Miss N's location. Miss N contacted AmTrust again just under an hour later to say her vehicle was no longer at the location where it had broken down, as she had restarted the vehicle and driven away. So, the cancellation charge was applied, in accordance with the policy terms.

Miss N then complained to this Service. She didn't think it fair to be charged £120 (three times the cost of the policy) given the circumstances in which she had broken down, having a vulnerable child with her and blocking a main road in rush-hour traffic. She also found

AmTrust staff unhelpful and hadn't appreciated her situation. She had lost out financially from the £120 charge and she hadn't drove her vehicle since the incident as AmTrust wouldn't come out again for the same issue (her garage couldn't identify the problem). This was causing her stress and affecting her mental health.

Our investigator upheld the complaint, concluding AmTrust hadn't acted fairly. While she recognised AmTrust had terms and conditions including the cancellation charge and when it would be applied, she didn't think it was fair and reasonable to apply the charge in the specific circumstances in which Miss N found herself. Given she was on a busy main road with her two children with her, the investigator thought it was reasonable for Miss N to drive away from the scene of the breakdown as she was able to do once she had restarted the vehicle. To put thigs right, the investigator thought AmTrust should refund the £120 cancellation charge, with interest.

AmTrust disagreed with the investigator's view and requested that an ombudsman review the complaint. They said the cancellation term was clearly displayed on the policy schedule and explained in the initial call made by Miss N. Miss N cancelled the call out after a recovery operator had been despatched, which was exactly the scenario the term was intended to cover. And previous decisions from this Service indicated the term wasn't considered to be unfair.

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 role here is to decide whether AmTrust have acted fairly towards Miss N.

The key issue in Miss N's complaint is Amtrust charging her £120 when she cancelled the request for assistance she made when her vehicle broke down. Miss N thinks this is unfair in the circumstances of her breakdown, obstructing a busy main road at rush-hour and having her vulnerable daughter with her. AmTrust say the policy terms and conditions are clear about the charge, which Miss N accepted when she took out the policy. The cancellation charge was also made clear in the initial call from Miss N telling them of the breakdown and again when she subsequently phoned to say she had started the vehicle and driven home.

AmTrust refer in their final response to the policy wording setting out the cancellation charge. The wording is as follows:

- *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. If any of the above applies and you are in Europe the cancellation fee is £250.00.*

The Policy Schedule wording, under a heading *Important Cover Conditions* states:

- *In the event of you cancelling any assistance between informing us of your breakdown, and the point of our agent arriving on the scene, or you are not present with the vehicle upon their arrival, you will be liable for a minimum call out cancellation charge of £120.*

I think the term is clear and Miss N should have been aware of it.

Listening to the calls where Miss N first notified the breakdown, and the one she made subsequently saying she had been able to start the vehicle (and therefore no longer required assistance), the call handler also draws attention to the cancellation charge and that it would be applied. In the second call, Miss N challenges whether the charge would apply if she drove back to the location of the breakdown, to be told that it would still apply, should no fault be found (given the fault appeared to be intermittent, that was a possibility, if not likely).

So, I've concluded Miss should have been aware of the policy term, from the policy documents, and it was specifically drawn to her attention in the calls she made at the time of the breakdown and her subsequently no longer needing assistance.

While Miss N was aware of the policy term, I've considered whether it was fair and reasonable of AmTrust to apply it in the specific circumstances of Miss N's breakdown.

From her description of the breakdown, I think it was reasonable of Miss N to attempt to re-start her vehicle and – when that was successful – to leave the scene, given its location on a busy road at rush hour. She's described traffic having to manoeuvre around her from both directions. I think it reasonable for her to think she was in a dangerous location, with her daughters in the vehicle, one of whom was vulnerable and experiencing distress.

In the circumstances, I think it was reasonable of her to move the vehicle away from the location, to clear the obstruction and mitigate the risk presented to other traffic and to her own safety and that of her daughters. Rather than wait for the recovery truck, which would then have either re-started the vehicle or recovered it. I've noted AmTrust, in the initial call, had assigned priority to the breakdown given the circumstances described by Miss N, including the location. But the recovery truck hadn't arrived before Miss N was able to re-start the vehicle.

Taking these circumstances into account, then I don't think it was fair and reasonable of AmTrust to apply the £120 cancellation charge.

To put things right, I think Amtrust should refund the £120 cancellation charge, together with interest, at a rate of 8% simple, from the date Miss N paid the charge to the date they refund the charge.

My final decision

For the reasons set out above, I uphold Miss N's complaint. I require AmTrust Specialty Limited to:

- Refund the £120 cancellation charge.
- Pay interest, at a rate of 8% simple, from the date Miss N paid the cancellation charge to the date they refund the charge.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 17 November 2025.

Paul King
Ombudsman