

## **The complaint**

Mr Y complains that Fortegra Europe Insurance Company Ltd (“Fortegra”) mishandled his claim on a breakdown insurance policy.

## **What happened**

Mr Y had a car that had first been registered in 2015. For the year from early January 2025, Mr Y had a breakdown insurance policy that covered the car. Fortegra was the insurance company that was responsible for dealing with any claim.

Much of the complaint is about acts, omissions and communications of an emergency assistance company on behalf of Fortegra. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Fortegra.

On 5 March 2025, Mr Y took his children to school in the car. He found that the car would not re-start. He contacted Fortegra to report that problem and to call for help under the policy. Fortegra attended.

About a week later, Fortegra said there had been no fault with the vehicle, so it was charging a fee of £125.00. Mr Y complained to Fortegra that he shouldn't have to pay the fee (“this complaint”).

By a final response dated 14 March 2025, Fortegra turned down this complaint.

Mr Y brought this complaint to us on about 10 April 2025.

Fortegra passed its claim to a debt recovery agent, who he complained claimed more than £125.00.

Our investigator said that he couldn't comment on the increase in the claim.

Our investigator didn't recommend that this complaint should be upheld. He didn't think that Fortegra had acted unfairly.

Mr Y disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The problem was that the car battery was flat.
- During the initial call, the operator stated there would be a £125.00 charge if no fault was found. He had no alternative but to agree.
- The recovery agent performed a jump start.

## **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.

The Financial Conduct Authority's dispute resolution rules are binding on the Financial Ombudsman Service.

One of those rules is that, before we can investigate a consumer's complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

It sometimes happens that a consumer makes a complaint to the firm and receives a final response and brings the complaint to us – with the addition of more recent points of complaint. Where that happens, we can investigate the initial complaint, but we can't usually investigate the further complaint at the same time.

Another rule is that we have to operate a two-stage process under which an investigator gives an opinion and, if either party asks, an ombudsman gives a final decision.

Mr Y made this complaint to Fortegra on about 13 March 2025, and it sent a final response the next day. So the investigator didn't investigate Mr Y's later complaint about debt recovery and additional charges.

I consider that the investigator's approach was in line with the rules. And I make no findings in this decision about Mr Y's later complaint about debt recovery and additional charges.

The policy terms included the following:

*"Please note*

*...*

*You may be charged a fee of £125 if within the UK...in the event:*

- You cancel Your recovery after initially calling the claims Handler; or*

*...*

- No fault is found with the Insured Vehicle upon inspection by a Recovery Operator..."*

Mr Y says that his car had a flat battery and wouldn't re-start. I agree that would be a fault with the car.

However, Fortegra has provided us with a job sheet completed by the recovery operator. That records that the operator was on the scene for only four minutes. It also included the following:

*"No fault found with vehicle at time of test".*

That was a record from a business specialising in roadside assistance. And I find it likely that the operator would've made a note if they had found a flat battery or done a jump start. So I don't find that they did find a fault.

Therefore I find that the charge of £125.00 was in line with the policy terms and not unfair or unreasonable. So I don't find it fair and reasonable to direct Fortegra to withdraw that charge or to do any more in response to this complaint.

## **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Fortegra Europe Insurance Company Ltd to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 14 November 2025.

Christopher Gilbert

**Ombudsman**