

The complaint

Mr A complains that Astrenska Insurance Limited unfairly declined to pay a claim on his European breakdown policy.

Mr A's policy is administered by another company on Astrenska's behalf. That company has dealt with the claim and replied to Mr A's complaint. But, as the policy underwriter, Astrenska is responsible for claims decisions and responding to complaints. So I will only refer to it within this decision even where another firm took the action referred to on its behalf.

What happened

Mr A was driving his van abroad when he heard a grinding noise and was forced to stop. He contacted Astrenska for help. It took his van to a local garage (the garage) which repaired it. The repairs included replacing front brake discs and pads at a cost of €393, which Mr A paid.

Astrenska told Mr A that his policy didn't cover claims caused by a failure to maintain the van in a roadworthy condition. It said that the van's previous MOT had noted an advisory with the front brake disc. And as this was the cause of the breakdown, the claim wasn't covered. It also told Mr A that he would have to repay the costs of the recovery to the garage which were £547.

Mr A complained but Astrenska didn't uphold it. He brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think Astrenska had dealt with Mr A fairly. So the Investigator said it should pay Mr A's claim. He added that it should also pay Mr A £150 compensation for the distress he suffered.

Astrenska didn't agree with our Investigator's complaint assessment; so the matter's been passed 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.

Having done so I'm going to uphold it.

In the event of a vehicle breakdown in Europe Mr A's policy covers him for assistance and for costs of up to £500 in respect of parts and labour to repair certain faults at a suitable garage. The policy requires Mr A to pay for any repairs and then to reclaim the costs from Astrenska. That's what Mr A did.

Astrenska declined Mr A's claim. It noted an advisory on his van's previous MOT which said:

"Front brake disc worn, pitted or scored, but not seriously weakened"

Astrenska said that the repair to Mr A's car involved his front brake discs. So, it concluded that his van was not in a roadworthy condition. And in declining the claim it's relied on the policy term which says Mr A would not be covered for:

"Breakdowns caused by a failure to maintain the vehicle in a roadworthy condition..."

As I've said above Mr A experienced a breakdown which required repairs at a garage. That is an event that his policy – generally – covers (subject to its terms and limits). So, in order

for Astrenska to fairly rely on the above exclusion, it would need to provide evidence that, on the balance of probabilities, Mr A had not maintained his van in a roadworthy condition. I don't think it's done that.

Mr A said the garage told him that the issue with his brakes had been caused because his brake callipers, which the garage abroad referred to as a brake pump, had seized. This had then locked the brake pads and discs causing excessive wear. Mr A said the mechanic told him this was likely because grit or another substance had got into the calliper causing it to seize.

It's notable that the garage's invoice for its work support this. It includes a comment which roughly translates as:

"The brake pump [the calliper] caused the brake pads to wear out beyond their normal capacity, resulting in damage to the discs."

In other words the garage's comment was that the defect which was the source of the breakdown was with the brake pump/calliper. This in turn caused excessive wear resulting in the brake discs failing. So I don't think the garage's comments are evidence that the defect was with the brake discs or pads themselves.

Similarly, I've noted that when Astrenska was looking into the claim one of its agents contacted the garage. It told Astrenska the reason the brake pads and discs needed replacing was because the brake callipers had blocked and required lubrication. So I'm satisfied that the defect which caused the breakdown was the issue with the brake callipers. It seems this caused excessive wear on the discs and pads. And there's nothing within the MOT advisory that points to an existing issue with the brake callipers.

Further, the MOT advisory is no more than that. It is advice that the tester has found a minor issue which will likely require attention in the future. But it does not indicate that the vehicle involved was not roadworthy. And if the vehicle wasn't roadworthy then it would no doubt have failed the MOT test.

It seems likely Astrenska made an assumption that because of the presence of the MOT advisory then that must be linked to the breakdown. But it hasn't provided me with any expert evidence, for example from a suitably qualified engineer, to show that Mr A had failed to maintain his van in a roadworthy condition. So I don't think it's done enough, on the balance of probabilities, to demonstrate that it was fair and reasonable for it to rely on the policy term it's referred to when declining Mr A's claim. In those circumstances I'm satisfied it's fair that Astrenska settles Mr A's claim now.

Putting things right

I require Astrenska to:

- Settle Mr A's claim for his breakdown recovery and repair. When reimbursing him for any funds he has already paid out, in line with our usual process, Astrenska should add simple interest to the amount refunded, at a rate of 8% a year, from the date he made the payment to the date it refunds him.
- Pay Mr A £150 compensation. This is to reflect Mr A's distress and loss of expectation in having his claim refused and in having to alter his travel plans because of Astrenska's refusal to pay his claim. In addition, I'm persuaded that Mr A was caused further worry by the prospect of potentially having to pay a further bill for £547. I'm satisfied that a compensation payment of £150 fairly recognises the impact of Astrenska's shortcomings.

My final decision

For the reasons given above I uphold this complaint. I require Astrenska Insurance Limited to take the steps set out under the heading 'putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 December 2025.

Joe Scott
Ombudsman