

The complaint

Mr P complains about AXA Insurance UK Plc trading as Swiftcover (Swiftcover) telling him he would be covered under his motor insurance policy if he broke down while driving abroad. But then telling him he wasn't covered when he broke down abroad.

References to Swiftcover in this decision include their agents.

What happened

Mr P had a motor insurance policy with Swiftcover, taken out in 2024. In May 2025 he phoned Swiftcover to tell them he was planning to travel abroad, to a country in Europe. He asked if he was covered under his policy to drive abroad and was told that he was, the agent setting out the details of the cover, initially for 90 days comprehensive cover then third party cover under the relevant legislation in the country in which he was driving. Swiftcover say he only asked about general insurance cover under the policy, not specifically whether he was covered under the [optional] breakdown cover he'd taken out as part of the policy.

Mr P then broke down, while travelling in Europe and contacted Swiftcover for assistance. However, he was told that his breakdown cover didn't extend to breakdowns outside the UK, so he wasn't covered.

Mr P was unhappy at being told he wasn't covered, thinking he should have been advised of this when he first called Swiftcover to tell them he was planning to travel abroad that he wasn't covered for breakdowns outside the UK (not just that he was covered under the policy for driving outside the UK). He thought he had been misadvised by Swiftcover. So, he complained.

In their final response, issued in March 2025, Swiftcover didn't uphold the complaint. They said Mr P purchased his policy online and selected UK Rescue Breakdown Cover only. The option to add EU Breakdown Cover was available at that point at additional cost. As Mr P only selected UK Breakdown cover, then he wasn't covered for breakdown in the EU. Having listened to the call Mr P made to them in May 2025, Mr P had asked if he had international insurance cover. The agent advised he had 90 days of driving abroad under the policy. After that, there would be Green Card Cover, meaning cover would reduce to Third Party or similar in whichever country he was driving. There was no discussion about breakdown cover. So, the advice given was correct. When Mr P called again two days later, the agent confirmed the same information as the first call.

But Swiftcover did uphold the complaint point about Mr P being told the calls didn't record, when in fact they did (in response to Mr P asking for copies of the recordings). Swiftcover awarded £25 compensation for providing incorrect information.

Mr P then complained to this Service, unhappy at Swiftcover's final response.

Our investigator didn't uphold the complaint, concluding Swiftcover didn't need to take any action. Having listened to the call Mr P made to Swiftcover to tell them about his planned trip abroad, the investigator noted Mr P didn't make mention of breakdown cover, the discussion

focusing on insurance cover in general. The investigator thought it reasonable that the agent didn't go through every aspect of the policy. In addition, the policy documents specifically set out that breakdown cover was limited to the UK only. Having provided the documents as part of his complaint to this Service, the investigator concluded Mr P should have been aware of the restriction on breakdown cover. But the investigator thought it fair of Swiftcover to award £25 compensation for wrongly telling Mr P the calls he made hadn't been recorded, when in fact they had.

Mr P disagreed with the investigator's view and asked that an ombudsman consider the complaint. He didn't think the investigator's view was reasonable. He'd called Swiftcover for them to explain the cover he had under the policy. He didn't think it was his fault that he didn't specifically ask about breakdown cover.

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 Swiftcover have acted fairly towards Mr P.

The key issue in Mr P's complaint is that he feels he was misadvised about the breakdown he had under his policy, that it didn't extend to cover whilst driving in Europe. He feels Swiftcover should have told him that the cover was limited to the UK and didn't extend to Europe. Swiftcover say Mr P asked about general cover for driving in Europe and didn't specifically ask about breakdown cover. A linked issue is Swiftcover telling Mr P that the calls he asked for weren't recorded, when in fact they were.

In considering the main issue of the complaint, I've both looked at what the policy documents set out in terms of the cover, as well as the calls made by Mr P to Swiftcover in which he asked about the cover under his policy for the trip he was planning to Europe.

I've first looked at the policy documents provided to Mr P when he took out his policy in 2024. The welcome letter, under the heading *Cover options*, lists 'Breakdown Recovery option' as one of the covers. The same description appears under the *Optional benefits* subheading in the *Policy details* section of the Policy Schedule. The Policy Schedule also includes a section headed *Details of the cover options available* which, under a subheading *Breakdown option (section L) Swift Rescue* includes the statement:

"Roadside repairs & recovery of vehicle when at least 1 mile from home within Great Britain"

The Motor Breakdown Insurance Product Information Document (IPID) for the separate breakdown cover also makes it clear that travel outside the UK is not covered.

So, I think this makes it clear cover doesn't extend to the EU, only Great Britain. But Mr P says he wasn't told this when he phoned Swiftcover to tell them about he planned trip to Europe and check if he was covered. Given its importance to the complaint, I've listened carefully to the call recording. The call is just under ten minutes long. Mr P asks about 'international cover' while driving abroad. Mr P tells the agent the country he intends to travel to and the agent checks the coverage. Mr P also asks about the position if he stays more than 90 days abroad (his wife may be staying for a couple of weeks longer). The agent puts Mr P on hold while they check the precise position with more senior colleagues. The agent then clarifies that Mr P has 90 days comprehensive cover, after which the cover drops down to the minimum cover relevant to the country in question. The agent explains what this

means, which Mr P confirms he understands and thanks the agent for their help. The agent asks if there anything else they can help with, which Mr P confirms that there isn't.

From the call, it's clear the discussion is focused on the general cover for Mr P while driving on his trip, including the specific country he is travelling to. There's no mention specifically about breakdown cover, nor does Mr P (even when given the opportunity at the end of the call) ask about breakdown cover and whether it extends to the country under discussion.

From this, I've concluded Mr P wasn't misadvised on the call and the agent responds to the questions asked by Mr P, checking the precise cover details for the scenario presented by Mr P (including the cover after the initial 90 days). So, I've concluded Swiftcover didn't misadvise Mr P about the breakdown cover, as it wasn't specifically raised by Mr P during the call. And the policy terms clearly set out that breakdown cover doesn't include travel in Europe.

I've also listened to a separate call in which Mr P raises a complaint to Swiftcover and requests a copy of the initial call with Swiftcover. The agent says they can request a copy of the call. But they also confirm the breakdown cover under Mr P's policy would only cover the UK, not Europe.

On the second issue, Swiftcover awarded £25 compensation for saying there wasn't a copy of the initial call made by Mr P, when in fact there was. While this doesn't affect my conclusion set out above from having listened to the call, I think it was fair and reasonable for Swiftcover to award £25 compensation to Mr P for wrongly saying the call hadn't been recorded.

So, I've concluded Swiftcover acted fairly and reasonably in the circumstances of this case, so I won't be asking them to take any further action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 December 2025.

Paul King
Ombudsman