

## **The complaint**

Mr S complains about the level of service provided by Ageas Insurance Limited after he made a claim on his roadside assistance motor insurance policy. He wants £300 compensation for his trouble and upset.

## **What happened**

Mr S said his car wouldn't start and he thought it had a flat battery. He called Ageas and it sent a technician to attend his car. The technician tried to jump start the car, but this didn't work. Ageas said recovery would be needed. But Mr S called a mobile mechanic who was able to jump start the car successfully. Mr S thought Ageas' technician may not have been competent or his equipment was faulty. Ageas said that not all roadside assistance repairs could be guaranteed. But Mr S wanted his costs refunded.

Our Investigator recommended that the complaint should be upheld. She thought the evidence showed that the fault was a flat battery and the mobile mechanic had been able to start the car using a jump pack. She thought the policy provided for 60 minutes of attempted repairs. And she couldn't see a reason why Ageas' technician was unable to start the car in this time. She thought Ageas should refund Mr S's costs with interest and pay him £150 compensation for his trouble and upset.

Ageas replied that it disagreed. It stressed that the policy's terms and conditions stated that not all repairs were guaranteed. And it said the technician wasn't a qualified mechanic like the mobile mechanic. As Ageas didn't agree, the complaint has come to me for a final decision.

## **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.

Mr S has explained to us that he has mental health difficulties, and I can understand that these may be exacerbated by his complaint against Ageas. I was sorry to hear of this. But I note that Ageas wasn't aware of this when he made his claim and so it couldn't accommodate his needs at the time.

I can understand that Mr S feels frustrated that the mobile mechanic was able to remedy the fault within minutes whilst Ageas' technician failed to get the car started. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that the policy states that a recovery operator will, where appropriate, spend up to 60 minutes to attempt to repair the car. Ageas said the policy's terms and conditions state that repairs are not guaranteed:

### *“Emergency Repairs*

*Emergency repairs undertaken at the roadside by recovery operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance, it is not always possible for recovery operators to accurately diagnose the fault with the vehicle or*

*state whether the vehicle is in a roadworthy condition or otherwise safe to drive. Recovery operators are not instructed to conduct vehicle health inspections.”*

I understand this to mean that there is no guarantee that the attending technician will be able to repair the car at the roadside. And I think it was reasonable for Ageas to point out that the facilities of a garage would be needed in some cases.

But the mobile mechanic was able to make the repair within minutes using a jump pack. He provided a report stating this. And Ageas hasn't explained why its agent wasn't able to do the same when he tried to jump start the car. Its notes state that the jump pack was fine and the recovery operator thought the attempt failed due to a fault with the car as its anti-theft system prevented the car being jump started.

But the mobile mechanic found no fault with the car, apart from the battery, when he jump started it and after it had been started:

*“Multiple codes found all related to a bad battery, vehicle jump started no issues, also vehicle started Multiple times with no issues once the jump pack was removed.”*

And so I don't think Ageas has justified its position that it wasn't responsible for the failure to repair the car, due either to the competence of the technician or the equipment he used. So I can't see that Ageas provided Mr S with the service he could expect from his policy and so I don't think it treated him fairly and reasonably.

When an insurer makes an error, as I'm satisfied Ageas has done here, we expect it to restore the consumer's position as far as it's possible to do so, and we expect it to compensate the consumer for the impact of the error.

Mr S incurred costs as he had to pay for the mobile mechanic to jump start his car when this should have been remedied under his policy. So I think Ageas should reasonably reimburse Mr S for this cost and, because he has been without his money for some time, add interest to this. I think this will restore Mr S's position.

Mr S has also been caused trouble and upset. He waited two hours for the technician to attend when this proved fruitless. He had to locate and instruct a mobile mechanic, and he was without use of his car for three days until he could attend. He had to raise his complaint with Ageas.

Our Investigator recommended that Ageas should pay him £150 compensation for this. I think that's in keeping with our published guidance for the impact of the error and so it's fair and reasonable.

### **Putting things right**

I require Ageas Insurance Limited to do the following:

1. Refund Mr S £90.30 for the cost of repairs, adding interest to this amount at the rate of 8% simple per annum from the date of payment to the date of settlement\*.
2. Pay Mr S £150 compensation for the distress and inconvenience caused by its handling of his claim.

\*If Ageas considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require Ageas Insurance Limited to carry out the redress set out above.

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

Phillip Berechree  
**Ombudsman**