

The complaint

Mr R is unhappy with how Fortegra Europe Insurance Company Ltd ('Fortegra') dealt with a claim on his roadside assistance insurance policy.

What happened

Mr R held a roadside assistance policy underwritten by Fortegra. In September 2024, his vehicle broke down due to a failed clutch and was recovered to his preferred garage.

Shortly afterwards, a neighbouring business asked for the vehicle to be moved. Fortegra's recovery agent agreed to assist and asked Mr R to sit in the vehicle to steer and operate the brakes while he pushed it. Mr R says he was unaware that the brakes would not function normally while the engine was switched off. While the recovery agent pushed the vehicle, it rolled into a wall and sustained further damage.

Mr R says that if he has been told about the reduced braking performance, he would not have attempted the manoeuvre. He raised a complaint with Fortegra and said he believed they should cover the cost of the additional damage caused to his vehicle.

Fortegra considered the complaint but didn't think they were responsible for any additional damage. They said that Mr R was the person in control of the vehicle at the time of the impact and he'd signed documentation to state that there was no additional damage. Mr R disputed this. He said he lacked the experience to move the vehicle with the engine off and denied that the signature on Fortegra's document was his. Mr R was unhappy with Fortegra's response; so, he brought the complaint to this Service.

An Investigator looked into what happened and recommended that the complaint be upheld in part. She said both parties gave differing accounts of events, and the recovery report did not record that an accident had taken place. She recommended that responsibility for the additional damage be shared equally between Mr R and Fortegra.

Fortegra didn't agree with the Investigator's recommended outcome. They said that the recovery agent was neither in control nor contact with Mr R's vehicle at the time the damage occurred. And they maintained Mr R had acknowledged that the damage was his own fault and signed a statement to this effect.

As the complaint has yet to be resolved, it'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 upholding the complaint for broadly the same reasons as the Investigator.

It's not disputed that Mr R was in control of the vehicle at the time the collision happened. But I don't consider this to be determinative of the complaint as a whole when considering Fortegra's professional responsibilities. I'm satisfied that Fortegra is responsible for the actions on their recovery agent. The question is whether the recovery agent acted with reasonable care when instructing Mr R to move his vehicle.

In my view, it was incumbent on the recovery agent to assess whether Mr R could safely carry out the manoeuvre without the engine running, and to clearly explain any material risks - in particular, reduced braking performance. There is no mention in the recovery agent's account of any such warning being given, and Mr R's testimony is consistent in stating that no discussion took place around braking limitations.

I think it would be foreseeable that a customer without specialist knowledge might not appreciate the impact of reduced braking capacity or be able to stop a vehicle once in motion. The hazard arose directly from the recovery agent's instructions, and Mr R was entitled to rely on the agent's professional judgement that the manoeuvre was safe to carry out - so, I do not think he acted unreasonably in doing so.

Fortegra said that Mr R was in control of the vehicle at the point of the impact and that their agent had stopped pushing at that point. I accept that Mr R had physical control of the steering wheel and pedals - but this does, not in my view, absolve the recovery agent of their own responsibility entirely. The momentum that led to the collision came from the agent's pushing; and the lack of effective braking is something they could have reasonably anticipated.

However, I am satisfied Mr R did have some responsibility to try and avoid or mitigate the damage; for example, by applying the handbrake or steering away from the wall. While I recognise that events unfolded very quickly, I think it's fair and reasonable to conclude that his actions played a part in the overall outcome.

In respect of the signed statement Fortegra relies on, I find the evidence is conflicting. The version produced by Fortegra contains a section accepting that "*no additional damage has been caused*", but this is not properly signed, and Mr R's name is not recorded in the relevant part of the form. Given the conflicting accounts, I am not persuaded that this demonstrates Mr R accepted full responsibility for the damage.

Taking all of this into account, I find it fair and reasonable for Fortegra and Mr R to share responsibility for the outcome of the additional damage. And I think fair apportionment is 50% for Fortegra and 50% for Mr R.

Putting things right

Mr R has provided estimates for the repair costs for the additional damage. The invoices are £2,285.83 and £2,646. I am satisfied these are broadly in line with each other and reasonable. Once Mr R has had the repairs completed, Fortegra should meet 50% of the reasonable repair costs.

My final decision

For the reasons set out above, I uphold Mr R's complaint and direct Fortegra Europe Insurance Company Ltd to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 September 2025.

Stephen Howard
Ombudsman