

The complaint

Mrs C has complained about Ageas Insurance Limited's handling of a claim she made on her roadside assistance policy.

Mrs C's policy is branded in a trading name of the company which administers it. But, Ageas is the policy underwriter, which means it is responsible for claims handling and replying to complaints. So I will only refer to Ageas within this decision.

What happened

I've explained below a brief description of the main events. It's not meant to be a complete timeline of all the important events which led to the complaint. Rather, it provides a concise summary of what happened.

Around 12.30pm on 12 July 2024 – a Friday – Mrs C, her husband and son were in an unfamiliar city over two hundred miles away from their home when Mrs C's car displayed an engine warning light. She rang Ageas for help. During that call she told Ageas that she and her son are both neurodivergent.

Ageas sent a technician out to check the car. He said it couldn't be fixed at the roadside. Ageas said it would arrange for the car to be taken to a local garage which could check it that day. But it then materialised that the local garage couldn't check the car that day and neither could any others in the area. Mrs C phoned Ageas on a number of occasions asking for updates and clarification on what to do next.

Eventually Ageas agreed to pay for a hotel for the night. Mrs C arranged to travel home by train the next day. Ageas said it would have the car returned to her the following week on the Monday 14 July or Tuesday 15 July. But Ageas didn't return the car to her until the following Thursday, 18 July 2024.

Mrs C complained more than once to Ageas. Ageas acknowledged that some of its service hadn't been as good as it would have liked. It initially offered her £60 in compensation, but later increased that offer to £75.

Mrs C brought her complaint to the Financial Ombudsman Service. After she'd done so Ageas said it would increase its compensation offer to £100. We put that offer to Mrs C. She still didn't agree to it.

One of our Investigators reviewed Mrs C's complaint. She thought that Ageas should pay Mrs C compensation of £400. Mrs C said that would be a reasonable resolution to her concerns. But Ageas didn't agree that sum was appropriate. So, as our Investigator was unable to informally resolve the complaint, it's been assigned to me to determine.

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.

Mrs C has a few issues of complaint. However, Ageas has already acknowledged that its service was not up to the expected standard. So I don't intend to produce an analysis of all the things that went wrong or could have been done better or differently. I will say though that what happened here was a series of delays and setbacks which resulted in a great deal of uncertainty for Mrs C.

What remains now is to determine the appropriate redress to resolve this. It's that I'll mainly focus on within this decision.

It was around seven and half hours between Mrs C's first phone call to Ageas and its recovery operator collecting her car. She had to make numerous return calls and, despite being told she could speak to one person, she spoke with at least eight different members of Ageas' staff on 12 July 2024 alone. And it seems she spent much of the day waiting for promised phone calls that didn't happen or were delayed and it wasn't clearly explained what she needed to do until quite late in the day.

Ageas then said Mrs C's car would be stored over the weekend and returned to her nominated garage near to her home, if she could provide the address by the following Monday (15 July 2024). There was then miscommunication that meant the car wasn't returned, but also that Mrs C wasn't told about further delays. And, as Ageas has acknowledged, it really should not have taken almost a week to return a car a distance of less than 220 miles. But that's what happened and during that time Mrs C was without the use of the car. And Ageas didn't always keep her informed about what was happening and why. Also when her own mechanic checked the car she learnt that the initial roadside diagnosis of the fault wasn't accurate and caused the repairs to take longer than they should have.

So, I do understand how immensely frustrating and worrying Mrs C found the whole process. This was a case of a car breakdown requiring a recovery. These incidents, even when efficiently dealt with, are likely to bring with them some stress, inconvenience and anxiety. But in this situation the worry continued for around six days. I recognise how upsetting this must've been for Mrs C, especially while she was also trying to provide care to her disabled son. So I've thought very carefully about the appropriate way to resolve the matter. I believe a sum of £400 compensation is fair and reasonable in all the circumstances of this complaint.

Ageas has commented that, according to the guidance on our website, that sort of sum would usually only be applicable in a situation where the impact on the individual takes place over many weeks or months. I don't agree with its interpretation of the guidance here. As it says that an award at this level may also be appropriate where a business's actions have resulted in serious short-term impact. I'm satisfied that's the case here.

I'll add that our guidance is just that. And we publish it to help consumers and businesses understand the factors we might consider when deciding whether to make an award and, if so, what an appropriate level might be. But the guidance is not prescriptive. And we consider each individual case on its merits. So there may be circumstances where individuals experience what appear to be similar problems but are awarded different sums in compensation.

When making compensatory awards we consider the impact on the specific individual, which will also take into consideration any vulnerabilities that individual might have. We'll also consider whether or not the impact on them is greater because of those vulnerabilities.

In this case Mrs C, who is neurodivergent, told us that Ageas's actions had "*severely affected*" her. She told us how difficult it was to process some of the information it gave to her and I can understand that the lack of clarity and instructions would have added to the 'immense' stress she told us she was already experiencing.

In those specific circumstances I'm satisfied that the failings in Ageas' service caused Mrs C considerable inconvenience, frustration, distress, and upset all of which was ongoing for far longer than it should have been. And while it was ongoing, for the most part, she had to chase Ageas for updates following promised calls back that didn't happen. And in those circumstances, as I've already said, an award of £400 compensation is fair and reasonable.

My final decision

For the reasons explained above I uphold this complaint. I require Ageas Insurance Limited to pay Mrs C £400 compensation to reflect her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 27 October 2025.

Joe Scott
Ombudsman