

### **The complaint**

Mr B has complained that U K Insurance Limited (UKI) under its breakdown recovery policy provider Green Flag refused to repatriate his car from Europe to the UK and refused to refund an excess supplementary cover on his hire car costs.

For ease throughout the decision, I shall simply refer to UKI throughout. Such references to UKI will include its European breakdown partners.

### **What happened**

Mr B took out a breakdown recovery policy from UKI which provided cover when driving his car in Europe. On a planned trip to Europe, Mr B's car broke down on 24 January 2025. He contacted UKI who arranged for a breakdown recovery agent to attend his car which was then parked in a hotel car park. This recovery agent took his car to the depot whilst UKI arranged with a local garage to look at his car and repair it.

At the same time, UKI arranged for Mr B to have the facilities of a hire car which is paid for on a daily rate basis. At the time of picking up the hire car, Mr B bought the excess supplementary cover which the car hire company then charged to Mr B's credit card. UKI said it wasn't asked to fund this as well before Mr B picked up the hire car, so it wouldn't refund the costs of this to Mr B.

Meanwhile Mr B chased UKI on 27 January for an update on the repair of his car. UKI told him no estimate had been received. Further discussions took place on 28 January. Mr B said he agreed to the costs of the repair then, however UKI disagrees. Mr B said he also explained he would be most likely uncontactable from 30 January to 2 February as he was taking a trip to an African country during that time.

So when Mr B got back to Europe on 2 February, UKI explained it tried to contact him several times to confirm the repair of his car but never received a reply. So on this basis his car couldn't be repaired before his return date to the UK.

Consequently, Mr B decided he didn't want his car repaired anymore as he felt the cost of repair was too high anyway and he wanted UKI to repatriate his car back to the UK instead. UKI refused to do this as it felt Mr B had caused the delay in repairing his car given he was uncontactable for several days. So it offered to repair his car as discussed and provide some support for him to travel back to pick up his car after it was repaired.

Mr B didn't agree to this and brought his complaint to us. The investigator ultimately didn't uphold Mr B's complaint. Mr B didn't agree this was fair, so his complaint has 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 not upholding this complaint. I do understand and appreciate that Mr B will be disappointed, so I'll now explain why.

The first thing to assess is what the policy provides cover for. Mr B would have chosen this policy from all the other policies on the market, so it's classed as what is called an 'unadvised sale'. That means it was for Mr B to ensure the policy terms were suitable for his needs and requirements during his trip to Europe in his car. Therefore it was for him to ensure he read all the policy documents and was happy with their terms when he bought the cover and before he started his trip. Mr B should note I have no authority at all to require UKI to provide anything outside the policy terms.

#### *Policy provision in getting the car to a repairing garage*

The policy provides assistance when the insured car breaks down in Europe in the defined geographical limits, and it includes the following in Section 2 Roadside Assistance and Towing:

*'Following a breakdown we will arrange and pay for:*

- Labour and call-out charges involved in providing roadside assistance after a breakdown within the geographical limits, if there is a reasonable chance that the roadside assistance will make the insured vehicle fit to drive; or*
- The insured vehicle to be taken to the nearest local repairer or safe storage place after a breakdown.*

*The most we'll pay in total towards these things is £250.*

#### ***Please note***

***You must pay for the reasonable cost of all spare parts, garage labour and materials used by the local repairer in repairing the Insured Vehicle.'***

So the first issue to note is that Mr B (and not UKI) are responsible for the costs of any repairing garage. No UKI provider of European breakdown assistance has a system of preferred repairing garages that many UK based motor insurers would have. The extent of UKI's duty is simply to bring the car to a garage that can repair it. Here UKI did this for Mr B's car. So from UKI's perspective because it's not responsible for the costs of repairing Mr B's car, it then has no duties to Mr B about the costs involved in repairing his car.

In buying this policy, Mr B is deemed to have agreed this. So it's immaterial what Mr B's thoughts are about the extent of the costs to repair his car. The risk in having to pay the costs of repair remains the risk of Mr B alone. It is not a risk UKI has insured for him.

#### *Policy provision for a hire car*

The policy also makes some provision for the loss of use of the insured vehicle in Section 3. It says the following:

*'If at any time during your trip, you cannot use the insured vehicle because of a breakdown within the geographical limits and we reasonably believe that the insured vehicle will be out of use for more than eight hours;*

*...*

*Taking all insured persons and your luggage to your intended destination, within the geographical limits, and then returning you to the insured vehicle after it has been repaired.*

*or*

*• Accommodation, including one daily meal (but not alcoholic drinks), for all insured persons while the insured vehicle is repaired, up to a maximum of £45 per person per day, or £1,000 altogether.*

*or*

*• Up to a total of £1,000 towards the cost of hiring another vehicle while the insured vehicle remains unserviceable.*

#### ***Please note***

***We cannot guarantee that hire vehicles will always be available and are not responsible if they are not available.***

***... You will be responsible for the fuel used in the hire vehicle and any tolls and all other expenses that you have to pay in continuing your trip.***

***Hire vehicles provided in the Geographical Limits must stay in the country where they were hired and be used in accordance with the terms of the hire company.***

***If we arrange a hire vehicle, you will have to comply with the terms and conditions of the hire company and pay any deposit the hire company requests. Your policy does not cover any lost deposit due to damage to the hire vehicle or failure to replace fuel.'***

So, the extent of UKI's liability here is solely the cost of the hire car up to £1,000, if it's available and that is the option that the policyholder wants to take. Mr B chose this option. It specifically excludes anything further, such as any deposits and any loss of that deposit due to damage to the hire vehicle. Since the term does not mention the extra excess cover which Mr B was sold by the car hire company, it follows that such cost is not covered by UKI here either.

Further, that supplemental cover isn't a requirement to hire and then drive a car, albeit that it is a useful supplementary cover to have. So, I consider the cost of that supplemental cover to remain Mr B's responsibility not UKI's.

Also as detailed below, under the 'how to claim' section, it clearly explains that all expenses must have UKI's prior consent and approval. There is no evidence that Mr B asked UKI about the extra supplemental cover before he agreed to purchase it from the car hire company.

#### ***The remainder of Mr B's complaint***

The following sections concern the crux of Mr B's complaint, which is that he believed he had authorised the repair costs when UKI said he hadn't. And then as a consequent delay of the repairs being completed, which meant Mr B's car wouldn't be repaired before his scheduled return home to the UK, he decided he didn't want his car repaired at all and instead wanted UKI to bring his not yet repaired car home.

Section 4 of the policy covers 'returning the car to the UK' and it says the following:

- 1. If the insured vehicle is repaired before your scheduled return to the United Kingdom then you will be responsible for returning the insured vehicles to the United Kingdom at your own cost and for all associated*

costs.

2. *If the insured vehicle cannot be repaired before your return to the United Kingdom ... we will pay the following at our discretion:*

- *The reasonable costs of taking all insured persons and your luggage to your home in the United Kingdom by a route and method of our choice. We will not pay for special travel arrangements if one of you has a medical condition. We will also pay for the insured vehicle to be taken to your home or to a repairer of your choice in the United Kingdom.*
- *If you had to leave the insured vehicle abroad under Section 2, the cost of one standard class ticket by rail or sea at our discretion and subject to availability (or by air if the train or boat journey would be longer than 12 hours) for you or a driver of your choice to collect the insured vehicle. We will also pay any necessary and reasonable expenses on the outward journey for one person collecting the insured vehicle including accommodation and Green Card charges. We will not pay more than £600 in total.*
- *Any necessary charges up to a total of £100 for storing the insured vehicle abroad before it is repaired, sent home or legally abandoned.*

*You won't be able to claim any travel costs after seven days, or from the day the insured vehicle arrives back home or at your repairer's, whichever comes first.*

**Please note**

1. ***The maximum we will pay to repatriate the Insured Vehicle will be its current market value in the United Kingdom.***
2. ***You must make all travel arrangements in advance with us and all costs and expenses that are recoverable under this policy must be agreed with us in advance.'***

Under the 'How to Claim' section it says the following:

**'Please note**

1. ***Our European Claims Department must receive your claim within 30 days of your return to the United Kingdom.***
2. ***Any expenses for which you claim must have our prior consent and approval.***
3. ***You must send in all relevant receipts, accounts, bills and invoices with your claim form.***
4. ***We can only accept claims on an official claim form.'***

Under the 'Exclusions and Conditions applying to this policy' the following are relevant to Mr B's complaint.

**'GENERAL EXCLUSIONS**

***The following are excluded from your policy cover:***

1. *The cost of fuel, all spare parts and any costs.*

*...*

24. *Any liability created by a contract or any civil liability.*

...

## GENERAL CONDITIONS

7. *If you request a level of service to which you are not entitled, this service will have to be paid for in advance by credit or debit card payment. If we provide a service that it subsequently transpires you are not entitled to, you may have to pay for the service provided.*

...

18. *We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the instructions of anyone acting for you and cannot be held liable for them.*

...

20. *You will have to pay any storage or release fees while the insured vehicle is being repaired or after the police have moved the insured vehicle. We cannot be responsible for any police call-out charges.*

21. *We may choose to repair the insured vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered.'*

So I will consider the rest of Mr B's complaint under the following headings. Mr B should note we're an evidenced based resolution service, so the evidence I am reviewing is the content of the contemporaneous notes made by UKI and its agents in conjunction with what Mr B has also said. And as I previously stated, I have no authority to require UKI to provide any services not detailed in the policy terms.

*Had Mr B agreed the cost of the repairs with UKI before he went on his trip to Africa?*

It's clear from UKI's file, it received confirmation that Mr B's car was at the repairing garage on 27 January 2025 as UKI noted the diagnosis of what is wrong with the car would be available the next day.

Mr B also phoned in on 27 January and was told this news. The phone note confirms that Mr B understood about the car and would wait for news regarding the costs of the repairs. Mr B also told the agent that he would be outside Europe from 29 January to 2 February. The agent replied that as long as Mr B is reachable for the repairs to go ahead, it should all be good. There is no note that Mr B said he would be uncontactable during this trip to Africa. It is of course possible he didn't know he wouldn't have any connection too.

On 28 January there is another file note which confirms UKI doesn't have a quote for the repairs and there would be more news tomorrow.

There was then some discussion between UKI and the repairing garage over the wheel nuts in the car to which Mr B wasn't yet privy to. However by 30 January that had been sorted out, and the file note says 'please reach out to Mr B to have a decision on the repairs'. So UKI tried to contact Mr B on 30 January several times but there was no reply. UKI also talked to head office to get an email address for Mr B as he wasn't answering his calls. And an email was sent to Mr B on 30 January too. Further calls were made on 31 January, again with UKI getting no reply.

Mr B then gets in contact on 2 February, explaining he had been in Africa which was why UKI couldn't contact him. At this stage he was told the cost for repairing his car would be £850. This is the first time the actual cost of the repair was mentioned. Mr B said it was expensive. However he wanted UKI to check whether the car would be repaired in time for his return to the UK and he said, most probably he'll give the go ahead then. UKI confirmed they would check with the repairing garage and let him know the next day.

It was not until 4 February, (as UKI noted in its final response letter) that UKI told Mr B his car wouldn't be repaired before 13 February, which was after the date Mr B was returning home to the UK. Mr B said he couldn't wait for his car to be repaired, as he had work appointments set up. UKI then explained that they could help with him coming back to collect his car when it was repaired. Mr B then wanted UKI to force the garage to do the repairs before 10 February.

There was then discussion over UKI organising getting Mr B back to the ferry (without his car) to get home on 10 February.

On 5 February, UKI talked to Mr B again about allowing the repairs to go ahead. It was at this stage that Mr B first said that he doesn't want the car repaired anymore, not because of the cost, but given he has to come back for the car afterwards. So Mr B then wanted his car repatriated by UKI.

UKI refused the repatriation of his car, because it was of the view that the repairs could have gone ahead if Mr B had remained contactable on 29 and 30 January. As Mr B wasn't contactable, the delay in the repairs was his fault. Mr B disputed it was his fault as he had no phone connection in Africa.

I consider UKI can't be held responsible for Mr B being uncontactable when he went to Africa. Given UKI was awaiting the diagnosis and cost of the repair, it was for Mr B to remain contactable or at least to make an effort to contact UKI during this time. As he didn't make any contact, UKI could not give the go ahead to get his car repaired in the absence of Mr B's consent to the repair costs. Therefore I consider there is no evidence that Mr B gave his consent for the repair of his car to enable the repairs to be done by the repairing garage in time for his scheduled return to the UK.

On this basis, UKI considered Mr B wasn't entitled for his car to be repatriated at its cost. UKI maintains that if Mr B had remained contactable or phoned in, it would have been possible to repair his car in time for his scheduled return to the UK.

I consider that UKI hasn't done anything wrong here. It had to have Mr B's consent to the cost of the repairs and it couldn't get that in time as Mr B was uncontactable. The consequent delay of the car being able to be repaired before Mr B's scheduled return to the UK, is therefore not the fault of UKI. So, I agree that it's not reasonable for UKI to provide the repatriation service in the light of these facts. Further, I consider there is no reason under the policy terms, where UKI are obliged to repatriate Mr B's car at its cost, when the delay in getting the repairs done before Mr B's scheduled return date was the responsibility of Mr B. That is why the policy provides some of the costs up to a cost of £600 for one person to come back and pick up the car. The sole reason of this provision is to ensure repatriation is a very last resort.

#### *UKI's subsequent proposals*

UKI gave Mr B some options on 7 February. These were as follows:

- He confirms the car can be repaired and UKI will contribute up to £600 for one person to come back and pick up the car when the repairs are completed.
- He repatriates his car at his own cost.
- He chooses to have his car scrapped in Europe.

At this stage then Mr B raises his complaint and says he will sort everything out when he gets home. I consider these proposals were a reasonable effort to sort out the matter for Mr B. The benefit under the policy to provide up to £600 in help with the costs of returning to pick up his car is reasonable in my view.

*Who has responsibility for the accruing storage charges?*

As Mr B hasn't accepted any of UKI's proposals to sort out his car, Mr B's car has been left languishing in the repairing garage's premises. There is nothing intrinsically wrong with a garage who is in effect taking care of Mr B's car, to not charge storage charges when it hasn't had Mr B's agreement to its quote for repairing his car and Mr B remains in dispute with UKI.

As late as 28 February Mr B was told the repairing garage would waive the storage fees if Mr agreed to the costs of getting his car repaired.

Therefore I don't consider UKI was wrong to say the storage charges are now Mr B's responsibility, also.

*Conclusion*

I consider the delay in Mr B confirming his consent to the repair costs was because Mr B wasn't contactable when he needed to be so. There is no ability for the policy to repatriate the car when the policyholder then complains the repair costs are too high, as this policy doesn't insure the repair costs as they remain the responsibility of the policyholder. The policy provides support for the policyholder to return to pick up the car which Mr B has refused. Consequently I see no valid reason for UKI to fund the costs of the repatriation of Mr B's car. And further on that basis I consider the storage costs now being charged by the repairing garage remain the responsibility of Mr B.

**My final decision**

So, for these reasons, it's my final decision that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 December 2025.

Rona Doyle  
**Ombudsman**