

## The complaint

Mr E complained about ARAG Legal Expenses Insurance Company Limited's service under his European motor breakdown insurance policy.

ARAG Legal Expenses Insurance Company Limited are the underwriters and insurer of this policy, trading as DAS. Part of this complaint concerns the actions of the roadside assistance company acting as ARAG Legal Expenses Insurance Company Limited's agent. As ARAG Legal Expenses Insurance Company Limited have accepted they are accountable for the actions of the agent, any reference to them or to DAS includes the actions of the agent.

## What happened

Mr E was in Europe with his young family when his car broke down. He called DAS to attend his car at the roadside. But DAS hadn't attended within many hours, and so Mr E agreed with DAS that Mr E would leave the car, and he and his family would go to a hotel overnight. They returned home to their own country the next day without the car as DAS still hadn't attended it by then despite him seeking frequent updates. Mr E said DAS left him and his young family for too long by the roadside in very hot conditions and it was stressful for them.

DAS did attend and collected his car and repatriated it to Mr E's home country. But by this time it was about 14 days later. Mr E said he had been worried about his car while it was left unattended for so long. He also complained that when DAS returned his car to his country, they didn't deliver it to his home address but left it elsewhere. He said this caused additional stress and inconvenience for him and his family.

It's not in dispute that DAS didn't attend at the roadside on the day of the breakdown as they should have under the policy. DAS have admitted their responsibility for the situation and apologised. They also accepted that they'd been unclear with Mr E at the time about what the policy covered. However they considered they'd done enough to make it up to him. This was because as well as providing just one of the options under the policy as it required them to, namely collecting and repatriating his car to his home country, they'd given him the other options too. They had paid for Mr E's overnight hotel accommodation for the night of the breakdown and taxi travel there, and for a taxi from the hotel to their ferry home the next day, and for a hire car at home while he was without his car. They said this was over and above what the policy required them to do and they've shown that their costs were well over £3,000.

They also offered Mr E compensation of £300. Mr E didn't think this was enough to compensate him and his family for the disruption of his holiday and the trauma and inconvenience. He wanted around £10,000.

The investigator didn't recommend that the complaint be upheld. He thought that DAS had reasonably compensated Mr E by their actions, and that the £300 compensation offered was fair. Mr E didn't agree and so the complaint was 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.

Mr E has provided a detailed claim and a timeline. I have considered that and DAS's responses in full, and DAS's file, but I won't comment here on every detail. That's because it's not in dispute that DAS made service failures here. The issue is whether their actions to compensate him were fair. So I'm going to focus on that as being the key outstanding point following the investigator's assessment of Mr E's complaint.

I've checked Mr E's policy. As the investigator explained, on P36 it states DAS's obligations in the event of a breakdown. For ease of reading I've removed some capitalisation. It says that:

*"At all times we decide on the best way of providing help.*

*1 Emergency Roadside Repairs. We will pay the call-out charge and up to one hour's labour costs for one of our repairers to attend the scene of the breakdown and, where possible, carry out emergency repairs.*

*2 Vehicle Recovery. If the vehicle cannot be repaired within one hour at the scene of the breakdown, we will pay the cost of transporting the vehicle to one of our repairers.*

*3 Getting You To Your Destination. If your vehicle cannot be repaired on the same day as the Breakdown, we will arrange and pay for either:*

*a. the cost of transporting your vehicle or insured person(s) or both to a destination within the countries covered provided that the insured person(s) is transported to the same destination as the vehicle*

*b. the cost of hiring a replacement vehicle up to £1,000. The replacement vehicle must remain within the countries covered, and*

*c. transport for the insured person(s) to travel to a hotel, and the insured person(s) s hotel accommodation costs, up to £100 per night. The most we will pay for any one breakdown is £750*

*d. additional costs for a ferry crossing if you miss a departure as a result of the breakdown. The most we will pay for all claims arising from any one breakdown is £3, 000 or the value of your vehicle, whichever is less."*

These above options are alternatives and is a cap on the cost. By taking out the policy, Mr E agreed to this.

I appreciate that it must have been frustrating when Mr E's car broke down abroad. He and his young family were left for hours at the roadside in high heat before ultimately, as agreed with DAS, leaving the car and going by taxi to a hotel. The rest of their holiday was impacted because they missed a planned celebration that night. This must have been a difficult and stressful situation for Mr E and his family, and I do sympathise with that.

Mr E said that if DAS had attended his car they could have repaired it that day which would have allowed him and his family to continue their onward travel plans in the car, despite it breaking down in the afternoon. But it hasn't been shown that Mr E's car was repairable that day. And it's not for this Service to assess whether a car's damage is such that it could have

been repaired within one hour at a roadside or on the same day at garage. Whether and how damage could be repaired is a matter for the experts in these situations, the insurance companies, and engineers. I see from DAS's file that around the breakdown Mr E said that he had phoned his garage who suggested that the problem was only because of the air conditioning dripping, but I haven't been shown any expert reports about the nature of the problem or the repairs which were ultimately required. Additionally the time needed for repair is dependent not just on the technical repair issue, but on other variable matters, such as location, and repairer availability. And so I'm not persuaded on the evidence that if only DAS had attended within a reasonable time that it would have been possible to fix the car at the roadside or on the same day by a garage. Or that Mr E would have been able to continue his journey that day as planned.

If DAS had followed their normal procedure under the policy, but Mr E's car could not be repaired that day, DAS only had to provide one of the above alternative policy options. But instead DAS paid for three of these options at cost of well over £3,000. Mr E said that he got no advantage from DAS's actions. But if the car had not been repairable on the breakdown day, Mr E would only have been entitled under the policy to one of the options, and DAS would have chosen which option and capped it as the policy allowed. Mr E would have had to finance anything else himself, and it's likely that there would also have been some inconvenience for Mr E and his family.

I can also understand Mr E's concern about his car being left unattended, particularly as he had arranged with DAS to that he would leave the keys hidden in it, on the expectation that the car would be collected shortly after he left it. He felt that it wasn't in a safe location. It's very fortunate that nothing happened to his car or any possessions in it. I do see that it would have been a cause of worry, but I can't require DAS to compensate Mr E for something that might have happened.

It was another inconvenience that when DAS returned Mr E's car to his home country, they didn't return to it to his address but left it at another location. However DAS apologised for this too and I see that they did offer to reimburse him the associated costs of that, and I think that was reasonable of them.

Overall I think that DAS acted fairly to resolve the matters Mr E complained about. In addition to their other actions explained above, DAS have also offered Mr E compensation of £300. I know that Mr E is looking for £10,000 which he felt more accurately reflected their stress and inconvenience. However as the investigator has explained, our awards are not in that sort of range for this type of distress and inconvenience. Given DAS's other actions in compensation, the £300 compensation offer isn't in isolation. I think that £300 does appropriately reflect the inconvenience caused here given this matter and it is within our guidelines' range. So, I don't think that DAS's offer is unreasonable. If DAS have not yet paid that I'd expect them to do so, but I don't ask DAS to do any more.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 2 March 2026.



Rosslyn Scott  
**Ombudsman**