

The complaint

Mr and Mrs C have complained about the way Astrenska Insurance Limited dealt with their claim when they sought assistance under their Breakdown Cover policy.

Mrs C is the lead complainant. For ease of reference I shall refer to Mrs C on behalf of both Mr and Mrs C in my decision.

All reference in my decision to the insurer Astrenska includes its agents.

What happened

In September 2024 while driving abroad on holiday, Mr C's vehicle broke down. Mrs C sought assistance from Astrenska.

Mrs C complained to Astrenska about their experience. She said it failed to provide correct information about their options, it left them stranded in a remote car park for several hours without facilities. Mrs C says Astrenska's poor service ruined the final four days of their holiday. Mrs C was unhappy with the way Astrenska dealt with her claim for reimbursement.

Astrenska upheld their complaint and paid £100 compensation for the distress and inconvenience caused by some delay and in the handling of the reimbursement claim.

Mrs C remained unhappy and asked us to look at their complaint. She said Astrenska had reimbursed some of their claimed costs, but not all. Mr and Mrs C's car had to be repatriated. They hired a vehicle from the UK airport to return home. Mrs C wants Astrenska to reimburse them for fuel costs of £18 for this journey. Astrenska disagrees.

Mrs C says they mitigated costs for Astrenska. She says they were entitled to use a taxi which would have been more expensive under repatriation, but instead chose a cheaper option of a hire vehicle.

Mrs C wants Astrenska to reimburse them for pre-paid accommodation costs of £170.02. She says they may have been able to stay for two of the three nights booked there if Astrenska had provided correct information about their options when they sought assistance. She says Astrenska was indecisive about whether to arrange repair or repatriation.

Mrs C says the £100 compensation isn't enough to reflect the impact Astrenska's failings had on them. She says a fairer compensation sum is £500.

Investigators issued a series of views: in May 2025, in October 2025 and in November 2025.

In the final view, the Investigator didn't recommend the complaint should be upheld. He found Astrenska had acted reasonably and in line with the policy. He thought the compensation awarded by Astrenska was fair.

Mrs C disagreed and asked for an ombudsman to decide.

I issued a provisional decision on 20 November 2025. I intended to uphold the complaint in

part and for Astrenska to pay an additional £150 compensation, so £250 in total.

Astrenska accepted my provisional decision. Mrs C didn't reply. So the case has been returned 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.

As I haven't received any new comments, my final decision is on the same lines as my provisional decision.

The background is well known to both parties so I don't intend to repeat it in the same level of detail here. We are an informal service and so I have focused on the salient points. That doesn't mean I haven't taken into account everything both parties have said.

The remaining issue is whether Astrenska has done enough to resolve Mr and Mrs C's complaint. Mrs C says it hasn't because the amount offered in compensation and reimbursement of losses isn't enough. So my decision focuses on these points.

Reimbursement of pre-paid accommodation

Mrs C paid for accommodation for the final three nights of their holiday in a location over two hours away from where their car broke down. Mrs C says that they may have been able to have enjoyed two out of the three nights at that accommodation if Astrenska had made a decision sooner about the repair or repatriation of their car. If it had, Mrs C says they would have arranged for a hire car to travel there. So Mrs C wants Astrenska to reimburse them for the costs they paid for accommodation, which was non-refundable.

The policy says;

"In the event your vehicle cannot be repaired by the end of the same working day, you will be entitled to either Alternative Transport or Emergency Overnight Accommodation benefits under the following conditions:

*The vehicle must be repaired at the nearest suitable garage to the breakdown location unless we have agreed an alternative arrangement.
We will determine which benefit is offered to you by assessing the circumstances of the breakdown and what is the most cost-effective option for us*

*Alternative Transport**

We will pay up to the amount stated towards the reasonable cost for one of the following, to allow you and your passengers to continue the journey to the intended destination whilst the vehicle is being repaired:

*Alternative transport (e.g. Rail, Coach or Bus) up to £250 per passenger up to a maximum of £500 per incident,
Taxi up to £100 per incident or
Hire Vehicle - up to 48 hours and maximum of £350, or.
We will also pay up to £100 towards the reasonable cost of alternative transport for one person to return and collect the vehicle when fully repaired."*

I can see that the above explanation of the policy was included in an email sent to Mrs C by Astrenska's agent on the day they broke down. Astrenska provided overnight accommodation.

The policy doesn't provide cover for losses such as alternative accommodation costs. So I don't think Astrenska should reimburse Mrs C here as it has acted in line with the policy.

Reimbursement of fuel costs for repatriation

Mrs C says that Astrenska should reimburse them for fuel costs under the hire car when they returned to the UK. Mrs C says it would have cost Astrenska more if they had chosen to take a taxi and a common sense approach is for Astrenska to meet their claim. She has referred to the repatriation term of the policy which says;

"Repatriation will be offered on the following basis:

Either

Repatriation of passengers:

If the vehicle cannot be repaired within 48 hours of the breakdown or by your intended return date to the UK, (whichever is due to occur last), as evidenced by your original booking documentation, we will pay up to £500 per person, maximum of £2,500 in total per incident, for you and your passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within Europe. We will also pay towards the reasonable cost of alternative transport for one person to return and collect the vehicle once the repairs are complete.

OR

Repatriation of passengers and vehicle:

If the vehicle cannot be repaired within 48 hours of the breakdown or by your intended return date to the UK (whichever is due to occur last), as evidenced by your original booking documentation, we will pay the cost of: getting you, and your passengers to your home address up to £500 per person, maximum of £2,500 in total per incident. getting the vehicle to your home address (or nearby garage) in the United Kingdom, or if you would prefer and it is closer, a repairer of your choice in Europe."

Astrenska says Mrs C's claim for fuel costs are not covered. Under the General Exclusions section of the policy it says;

"(The following General Exclusions apply to all sections of the policy, unless expressly stated otherwise)

This policy will not apply for any claim caused by, arising from, or relating to, the following:

It then reads;

"36 The cost of fuel, oil or insurance for a hire vehicle."

Mrs C says this exclusion should not apply to their circumstances. She believes this relates to another term of the policy, where there is a limit of £350 for hire car cover for 48 hours. And it therefore doesn't apply to repatriation.

But I find the policy is clear under the General Exclusions term. It says these terms apply 'unless expressly stated otherwise' to all sections of the policy.

By way of example, the list of exclusions includes;

“29 Storage charges unless incurred whilst we organise repatriation of your vehicle from Europe.”

So here, Astrenska expressly stated the exclusion for storage costs doesn't apply for repatriation. As Mrs C's claim for fuel is clearly excluded – and is not expressly stated otherwise – I find Astrenska has fairly applied the policy term when declining their claim for fuel costs of £18.

Compensation for distress and inconvenience

Any breakdown, particularly while on holiday, or while abroad, may cause considerable disruption. It is inevitable that a breakdown in these circumstances will be inconvenient and cause distress.

Industry rules say that firms must ensure their customers are adequately supported throughout the lifecycle of a product or service after the point of sale – in particular, if they want to make an enquiry, claim, complain or switch provider. Businesses also need to support consumers in vulnerable circumstances. Mrs C says they did not receive the expected level of support from Astrenska in line with industry rules when they made a claim.

There were times when Astrenska caused delay. It is unfortunate that the location where Mr and Mrs C broke down on 2 September 2024 was in a remote area. This made the wait time more distressing and uncomfortable for Mr and Mrs C. Astrenska caused a delay here by providing an incorrect location to the recovery agent. Overall it took over five hours for a taxi to reach them which I think was unreasonable. Mrs C explained that she and her husband are in their sixties. There were no bathroom or food and drink facilities at the car park. They were left at the remote location for a further two hours after the recovery agent collected their car.

I can see that over the next two days Astrenska worked to arrange for their car to be assessed for repair following its recovery on the evening of 2 September 2024. This was not an unreasonable approach to take in line with the policy. I understand Mrs C believes it should have moved to repatriation sooner. But I think that is with the benefit of hindsight when it became clear over the following two days that no garages could look at the car to repair until a couple of weeks later.

It is clear that Mrs C called Astrenska several times over the final three days of their holiday. Some of this was inevitable due to the nature of the claim: some was due to a lack of updates from Astrenska.

On return to the UK, I can see that Astrenska didn't correctly calculate the reimbursement claim. It didn't apply the exchange rate Mrs C had been charged, which is what the policy says it will do. So Mrs C had to go back and forth in order to receive the correct reimbursement. And I think Astrenska caused delay in confirming its decision whether to repatriate their car or declare it a total loss (whichever was cheaper). I think this additional contact was avoidable had Astrenska correctly dealt with the reimbursement and applied the correct exchange rate.

The location of where Mr and Mrs C broke down, whether it was possible to repair their car at the roadside or within 48 hours, and the inconvenience in the temporary nature of the alternative accommodation, were things outside of Astrenska's control. I don't agree that Astrenska was indecisive about whether to repair their car. It was trying to see if it could find a garage that could carry out the repairs promptly, which was the first option, reasonable and

in line with the policy.

But I don't find that Astrenska has paid a fair level of compensation to reflect the distress and inconvenience caused by their failings. In particular it is clear Mr and Mrs C were vulnerable in the location they had broken down. It was not reasonable for them to have had to wait so long for recovery and collection to alternative accommodation. So I don't find Astrenska provided adequate support here.

For the distress and inconvenience its poor service caused, I think the compensation it has paid of £100 should be increased by £150, to £250 in total. I think this is fair and reasonable and in line with awards we give in similar circumstances.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I require Astrenska Insurance Limited to pay Mr and Mrs C £150 compensation for the distress and inconvenience caused in addition to the £100 already paid.

Astrenska Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs C accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Astrenska Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr and Mrs C how much it's taken off. It should also give Mr and Mrs C a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 10 January 2026.

Geraldine Newbold
Ombudsman