

## **The complaint**

Mr M complains that AmTrust Specialty Limited (AmTrust) unfairly handled his roadside assistance claim.

## **What happened**

The circumstances of this case are known to both parties, but in summary Mr M has a roadside assistance policy underwritten by AmTrust. In July 2025, Mr M's car experienced a flat tyre and so claimed under his policy. AmTrust said Mr M could either be recovered to a garage of his choice or arrange a mobile tyre fitter to attend his vehicle. Mr M declined and asked AmTrust to recover his vehicle to his home address – which was a significant distance from his breakdown location.

AmTrust explained it would be unable to consider this until Mr M had spoken with five local garages to see if repairs could be arranged locally. Mr M agreed to do this but was unsuccessful. So, he called AmTrust back to arrange the recovery. AmTrust dispatched a tow vehicle to Mr M's location, but Mr M subsequently cancelled it due to the length of time taken for it to arrive. Instead, Mr M arranged for a mobile fitter to replace his tyre. This incurred a call out cancellation fee of £120 and £170 in costs from the mobile fitter. Unhappy with AmTrust's handling of his claim, Mr M complained.

AmTrust didn't uphold the complaint but agreed to waive the £120 cancellation fee. As Mr M remained unhappy, he referred his complaint to this Service.

Our Investigator didn't uphold the complaint. They concluded that AmTrust had acted in line with the terms of the policy, and the waiver of the £120 cancellation fee far exceeded the £40 benefit he would otherwise be entitled to under the policy. Mr M disagreed and asked an Ombudsman to make a final decision. In summary he said AmTrust put up unreasonable barriers to him using the product he purchased, it failed to act in line with the policy terms and that it didn't treat him fairly.

So, the case 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.

While I recognise Mr M will be disappointed with my decision, I don't uphold this complaint. I'll explain why.

I know I've summarised the circumstances of this case in less detail than presented. But I want to assure both parties that I've carefully considered all the information provided. I may not respond to every point or piece of evidence. But I've focused on the issues I consider to be key to the outcome of the case. This isn't meant as a discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

Relevant regulatory rules say firms must handle claims promptly and fairly. So, the starting point with any insurance claim is the policy terms which sets out the agreement between an insurer and its policyholder. Under the policy terms, if a policyholder's car breaks down AmTrust will attend the scene and attempt to carry out a temporary repair. But if this isn't possible, the National Recovery section of cover confirms AmTrust will take the vehicle to the nearest suitable garage, the policyholder's intended destination, or the policyholder's home. But it's up to AmTrust to decide which option it uses.

Mr M is unhappy AmTrust requested he call local garages before exploring the option to recover his car to his home address. However, I don't think this is unreasonable. The policy doesn't guarantee AmTrust will recover a vehicle to a policyholder's home in every situation – as the policy gives AmTrust discretion to decide the most suitable option. And as Mr M's home address was 60 miles away from the breakdown location, I don't find it unreasonable for AmTrust to explore whether a repair could be done locally – which would enable Mr M to continue on his journey sooner.

AmTrust said it would cover the call out fee, up to £40, as set out under the policy terms if Mr M was successful. It acknowledged a local garage was unlikely to be available given the time of day, but said once this had been attempted, it would consider recovery to Mr M's home address. As Mr M was unsuccessful, AmTrust sent a recovery agent to take Mr M and his car back to his home address – which AmTrust wasn't required to do under the policy terms.

I understand Mr M was unhappy with the length of time taken for the recovery agent to attend and so made the decision to cancel the assistance and arrange a mobile fitter instead. Mr M was within his rights to do this, and I can understand the reasons why Mr M made this decision. But the length of time taken for the agent to attend doesn't automatically mean AmTrust acted unfairly. And I'm satisfied that AmTrust looked to progress Mr M's claim in a reasonable way.

I recognise Mr M incurred costs of £170 in order to get his vehicle back on the road. However, Mr M hasn't evidenced these costs. In any case, the terms clearly set out that if parts or tyres are required to complete the repair at the roadside, Mr M would be liable for the cost of these parts. So, Mr M would've always incurred costs in getting his tyre replaced regardless of whether this was arranged by AmTrust or by an independent mobile fitter. So, I don't find this to be a consequential loss.

AmTrust explained to Mr M that the cancellation of a call out would incur a fee of £120, and Mr M acknowledged this during the calls he had. This is also set out in the policy schedule and policy terms. Mr M said when he cancelled the call out with the recovery agent, he was told no fee would be payable. As I wasn't party to the call, I'm unable to say with any certainty what was discussed. But AmTrust has evidenced it received an invoice from the recovery agent for the cancelled call out. Despite this, AmTrust agreed to waive the cancellation fee which it could've otherwise asked Mr M to pay in response to his claim.

So, while I understand why Mr M feels AmTrust put up unreasonable barriers to him accessing the policy he purchased, I don't find this to be the case and I'm satisfied it has acted fairly in the circumstances. Ultimately, there was no guarantee of recovery to his home address and AmTrust waived a fee it was otherwise entitled to ask Mr M to pay given his decision to cancel the call out. So, I won't be directing it to do anything more here.

### **My final decision**

So, for the reasons I have explained above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 February 2026.

Oliver Collins  
**Ombudsman**