

The complaint

Mr P has complained that a roadside agent acting for Astrenska Insurance Limited trading as Collinson Insurance didn't inspect his car for a possible repair. Mr P claimed for assistance under his breakdown insurance policy.

What happened

Mr P reported that his car had gone into 'limp' mode and a red engine warning light was showing on the dashboard while driving on the motorway. Mr P told Astrenska he suspected the issue was with the fuel line.

Astrenska arranged for a recovery agent to attend. Mr P's car was later recovered to his home address.

Mr P complained to Astrenska. He said the attending agent didn't inspect his car at all to establish if repairs could be attempted or completed at the roadside. He was unhappy with the way a call was handled when he spoke with Astrenska.

Astrenska didn't uphold Mr P's complaint.

Mr P brought his complaint to us. He said no roadside diagnostic or repair attempt was made, in breach of the policy. Mr P said Astrenska misrepresented the role of the recovery driver as a technician. Astrenska made incorrect assumptions that a local garage wouldn't be available on a Saturday. He remained unhappy with the way a call was handled by Astrenska.

He said due to the way the breakdown was dealt with, Mr P incurred financial losses as he and his family were on their way to a holiday which was delayed. He said he felt pressured into accepting recovery of his car to his home address under false pretences.

One of our Investigators didn't recommend the complaint should be upheld. He accepted that the roadside report didn't provide detailed information or confirm if an inspection took place. But they did report that the engine management light was on and was red.

The Investigator thought the decision not to attempt a repair based on the recovery agent's knowledge, the description provided by Mr P and that a red engine warning light was on, all suggested a more serious fault that could not be repaired at the roadside. So he thought the decision to recover Mr P's car to his home address was reasonable and in line with the policy.

Astrenska had said that as the breakdown was on a Saturday, it was unlikely that a local garage would be able to accept Mr P's car. The Investigator asked Mr P if he could provide evidence to show that the repair was a simple fix, in order to reconsider whether Astrenska had acted unreasonably by failing to attempt a repair at the roadside. He said if the option had been taken to recover Mr P's car to a local garage, this local garage would have had to be able to look at and also repair the car straight away. If this hadn't been possible, Mr P would have already used recovery under the scope of the policy. So Astrenska wouldn't have been able to take Mr P or his car home unless as a separate 'paid for' recovery.

The Investigator acknowledged that the key call which he had listened to could have been handled with a more empathetic tone by Astrenska's agent. But he didn't find the agent had provided incorrect information and this didn't change the fact that Mr P's car couldn't be repaired at the roadside.

Mr P disagreed and provided multiple reasons as to why. He told us that a local garage identified and repaired a faulty intercooler infeed.

There was further back and forth between the Investigator and Mr P. Mr P wants an ombudsman to decide. In summary he says;

- It is accepted that no attempt was made to restart his car at the roadside or attempt to diagnose the fault. So it follows that no opinion could have been formed by the recovery agent in line with the policy.
- There is no evidence that a faulty intercooler infeed could not be repaired at the roadside. In any event, it isn't reasonable to rely on evidence available after the callout to decide if Astrenska acted reasonably when assistance was sought.
- The fault with Mr P's car could have been for multiple reasons. The policy required Astrenska to show the roadside agent formed an opinion. It hasn't done this.
- There was no attempt to contact local garages for repair. Deciding what was reasonable is not a substitute for evidence.

I issued a provisional decision on 3 February 2026. I thought the handling of the key call between Mr P and Astrenska was poor. And I found no evidence that the roadside agent attempted to assess Mr P's car, only to recover it. For these failings I intended to award compensation of £150 to Mr P for the distress and inconvenience caused.

I thought on balance the repairs required to Mr P's car meant the outcome would have been the same.

Both parties have accepted my provisional 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 both parties have accepted my provisional decision, my final decision is on the same lines.

If we find that an insurer has not acted reasonably, we look at what should have happened, and if this changes the outcome. This service looks at what a policy says and whether an insurer has acted in a fair and reasonable way when applying the terms of the policy.

Astrenska provides the following definitions under the policy wording;

Nationwide Recovery - If Your Vehicle cannot be repaired within the same working day, We will arrange to transport Your Vehicle, You and the Passengers to be transported to Your Home Address or Your chosen destination.

Roadside Agent - The agent appointed by the Claims Administrator to assist You.

Callout - The deployment of a Roadside Agent to Your Vehicle

If, in the opinion of the Roadside Agent they are unable to repair the Vehicle at the roadside within 60 minutes the Claims Administrator will assist in the following way: -

Either:

◇ Arrange and pay for Your Vehicle, You, and the Passengers to be recovered to the nearest suitable garage which can undertake the repair.

or:

◇ If the above is not possible at the time or the repair cannot be made within the same working day, the Claims Administrator will arrange for Your Vehicle, You, and the Passengers to be transported to Your Home Address or chosen destination whichever is nearer.

Any recovery must take place at the same time as the initial Callout otherwise; You will be required to pay for subsequent Callout charges.

If Your Vehicle requires recovery, You must immediately inform the Claims Administrator of the address You would like the Vehicle taken to.

It doesn't specify in the policy that the agent is required to inspect the vehicle in order to form an opinion that a repair isn't possible within 60 minutes. Although Astrenska says this happened. However, I found insufficient evidence from the information provided by the recovery agent to show any assessment of Mr P's car was made. It seems a decision was made that Mr P's car could not be repaired based on the information he gave Astrenska when he called it for assistance.

I understand that Mr P doesn't agree it is reasonable to make assumptions. However, we can make a finding based on what was more likely than not to have happened in the absence of evidence in order to decide what is fair and reasonable.

In this case, Mr P says the diagnosis was a faulty intercooler feed. I think this would have required - even if a temporary repair were possible - a replacement part before Mr P could have safely continued his journey. So I find it more likely than not that even if Astrenska had inspected his car, the outcome would have been the same.

Where we find things have gone wrong, we consider (among other things) what would - on balance - have happened if things hadn't gone wrong, and whether this changed the outcome. This is part of our fair and reasonable approach when reviewing complaints.

I find on balance that Mr P's account that his car was not assessed by a roadside agent and no repair attempt was made to be consistent. And the job sheet provided by the roadside agent provides no details to support that this happened. So I can understand Mr P's frustration when he was told during this call with Astrenska that the agent reported they had assessed his car.

But it seems unlikely from the information Mr P has provided as to the cause of the breakdown that - even if the agent had assessed his car - the repairs would have been possible within 60 minutes. This would be for simple fixes and I don't think the cause of Mr P's breakdown was likely to have been a simple repair in line with the policy limits.

So the choice for Mr P was to either be recovered to his home address, or to a local garage where repairs could have been carried out that day.

The recovery was limited to one free of charge under the policy. So it was for Mr P to choose whether to have his car recovered to a garage or home. Mr P chose to be recovered to his home address. Based on the information Mr P has given as to the cause of damage, it seems less likely that a garage would have been able to inspect Mr P's car on the same day, diagnose the issue and complete repairs to have prevented any disruption and delay to Mr P's holiday.

Mr P's discussion with Astrenska's agent.

Mr P asked to speak to a supervisor as he was unhappy there had been no attempt to repair his car. Mr P has complained about the way the agent spoke with him during this call.

I've listened to the key call. I didn't find the information the agent gave was incorrect. But I agree with Mr P that at times the responses from the agent were abrupt. I found their tone and choice of words at times gave the impression of being inconvenienced by the reasonable questions Mr P asked. In contrast I found Mr P's tone was measured and polite throughout the call.

As I've said, I believe Mr P's account that no attempt was made to look at his car to identify whether a repair was possible or not. And I find the call was handled poorly by Astrenska's agent. It isn't possible for me to determine whether Mr P's car could have been repaired at the roadside. Based on the information available, I think the outcome would most likely have been the same by recovering him to his home address that day.

But I think Astrenska should pay Mr P compensation for the distress and inconvenience caused by the way it dealt with his request for assistance: in failing to inspect his car at all and the way his call was handled. Had the roadside agent carried out an assessment at the roadside in order to form an opinion, I think it's less likely that Mr P would have been put to the trouble of calling Astrenska to challenge the roadside agent's actions, and the outcome of his experience from that call.

I think Astrenska should pay Mr P £150 compensation as a fair way to resolve this complaint.

My final decision

My final decision is that I uphold this complaint and require Astrenska Insurance Limited trading as Collinson Insurance to pay Mr P £150 compensation for the distress and inconvenience caused.

Astrenska Insurance Limited trading as Collinson Insurance must pay the compensation within 28 days of the date on which we tell it Mr P accepts 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 trading as Collinson Insurance considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr P how much it's taken off. It should also give Mr P a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 March 2026.

Geraldine Newbold
Ombudsman