

The complaint

Mr W complains about the level of service provided by Inter Partner Assistance SA (IPA) after he made a claim on his car breakdown insurance policy.

There are several parties and representatives of IPA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to IPA.

What happened

Mr W's car broke down whilst he was travelling in Europe.

Mr W made a claim on his roadside assistance policy that he held with IPA. Initially IPA could not find his policy until his broker confirmed the cover.

After the claim was accepted by IPA Mr W said he had a number of issues which included

- Delays with collection of the car for diagnostic testing.
- The overnight accommodation IPA initially booked for him and his family was in an unsuitable location a long way from where the car had been recovered to. He had to organise accommodation himself in the end.
- IPA did not keep him informed and failed repeatedly to return his phone calls.
- He was not informed the diagnostics had been completed on his car and that it was ready for collection.
- It took 46 hours from the breakdown call being made to the car being ready.

IPA paid Mr W's claim for vehicle recovery, taxis, hotel accommodation, an evening meal for his family and the diagnostics on the car.

As Mr W was not happy with IPA, he brought the complaint to our service.

Mr W said IPA failed to offer any form of compensation for the way in which his breakdown was handled. He said he would like an explanation of why the issues happened and to be paid compensation.

Our investigator upheld the complaint. They looked into the case and agreed the service provided to Mr W had been below the standard they'd expect to see. They said there had been delays in the handling of his claim and a fair amount of confusion had been caused by IPA during the course of handling the claim. They recommended compensation of £300 be paid.

As Mr W is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

I looked at the terms of Mr W's policy. In the terms and conditions it says;

"E2 - Help at the roadside and towing in Europe

- If your vehicle breaks down, we will arrange and pay for a breakdown vehicle to come to where the vehicle is for up to one hour to try to get the vehicle working again.*
- If your vehicle cannot be made safe to drive at the place you have broken down, we will arrange and pay for your vehicle, the driver and up to six passengers to be taken to a suitable garage for it to be repaired. You must pay the costs of any repairs."*

It also says

"E4 - Not being able to use your vehicle

What is covered

If during your journey your vehicle breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, we will arrange and pay for the most appropriate solution from one of the following options:

- To move you, your passengers and luggage to where you were originally travelling to, and then, once your vehicle has been repaired, take you back to your vehicle or bring your vehicle to you: or*
- The cost of hiring another car while your vehicle is being repaired. We will pay up to £70 a day and £750 in total, as long as you are able to meet the conditions of the hire-car company: or*
- We will pay for bed and breakfast costs of up to £40 for each person each day (£500 in total for everyone in your group) while your vehicle is being repaired, as long as you have already paid for your original accommodation and you can't get your money back."*

When Mr W first registered the details of his breakdown with IPA it tried to organise for diagnostics to be completed on the car for the same day. As it was early evening this was not possible, so it agreed to organise accommodation for Mr W's family for the night. I saw that the first hotel arranged was not appropriate due to the distance to where it was located. IPA then agreed Mr W could organise his own accommodation, which he did.

I saw the next day there were numerous phone calls between Mr W and IPA and still the diagnosis on the car was not completed which resulted in a second night stay in a different hotel. The car was finally ready for collection late morning of the third day, but IPA failed to inform Mr W of this.

Mr W made a claim to IPA for the expenses he had to pay for. This included vehicle recovery, two taxi journeys, one night's hotel accommodation and an evening meal for his family. In addition he claimed for the cost of the diagnostic test on his car.

IPA paid for all of these expenses other than the diagnostic test as this was not covered under the terms of his policy. After Mr W contested this, as a gesture of goodwill, IPA paid for the cost of the diagnostic test.

IPA also paid for accommodation on the second night.

I think IPA have fairly dealt with Mr W's claim and settled his expenses, in line with the terms of the policy. However I do not think it has made consideration for the impact of the poor service and delays it caused when the breakdown occurred.

I understand that it will have been a stressful time for Mr W when his car broke down. Although I think there will always be an element of stress and inconvenience in this situation,

in this case as some of the delays and confusion was caused by IPA this is likely to have made the situation more stressful.

I have considered all Mr W's points about the delays and lack of communication. IPA failed to call him back within the timeframes agreed on a number of occasions, there was confusion until late evening about suitable accommodation and finally once the car was repaired and ready to collect it did not inform him. It took a call from Mr W to find out the car was ready to be collected more than four hours after it was ready.

I think that the poor service given by IPA, including lack of communication, and giving Mr W confusing information, caused avoidable delays in resolving his breakdown situation. I think a compensation payment of £300 is fair and reasonable in this case.

Therefore, I uphold Mr W's complaint and require IPA to pay Mr W £300 in compensation for the stress and inconvenience caused.

My final decision

For the reasons I have given I uphold this complaint.

I require Inter Partner Assistance SA to pay Mr W £300 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 November 2022.

Sally-Ann Harding
Ombudsman