

The complaint

Mr G complains that Inter Partner Assistance SA (Inter) damaged his car when it was being recovered, under his roadside assistance policy.

What happened

In April 2022 Mr G contacted Inter for assistance as his car developed a flat tyre. He says when the roadside assistance arrived his space saver spare wheel was fitted to his car. He then drove to a local garage to have a new tyre fitted. Mr G says this couldn't be done as the garage found damage preventing the tyre being replaced. He says the wheel bolts were also found to be damaged.

Mr G points out that a van and a flat-bed truck turned up to help him by the roadside. But the truck wasn't used to transport his car to the garage.

Inter says its operator informed Mr G at the roadside that the space saver wheel needed its own set of bolts. Those used for the full wheel were too long and would prevent the wheel from turning if used. It says Mr G didn't have the correct set of wheel nuts, so its operator used a set of washers that allowed the original bolts to be used.

Inter says its operator followed Mr G when he drove to the garage and removed the space saver wheel replacing it with the original wheel that had the flat tyre. It says its operator is positive he replaced all five of the wheel bolts and all was in good order when he left. Mr G later told Inter that damage had been caused as a result of the roadside assistance and repairs were needed.

Inter says Mr G provided an estimate for the cost of repairs from the main dealer for his make of car towards the end of April 2022. There would be a few weeks wait for the repairs to be completed, so Mr G advised he would look to obtain the parts and use another garage.

Inter says it contacted three garages in the area with the business name provided by Mr G. It says one garage confirmed it had seen the car and fitted a new wheel. It says the car had been collected. However, on discussion with Mr G he was adamant the car was still with the garage. Inter says it wasn't able to verify this was the case. It says it didn't think its operative had caused damage and so didn't uphold the complaint.

Inter says the flatbed truck was in attendance to deal with another job after its operative had dealt with Mr G's flat tyre. It says the truck wasn't in attendance in relation to Mr G's call out.

Mr G says he has now had to make a claim through his insurance for the damage. He says he needs his car to work and has lost earnings as a result. Because he wasn't satisfied with Inter's response he referred his complaint to our service. Our investigator upheld Mr G's complaint. She thought the evidence supported his testimony that his car hadn't been repaired as he couldn't afford it, and that his car was still at the garage.

Our investigator thought it more likely than not that Inter's operative caused or contributed to the damage caused to the wheel, hub, and bolts. She says it's fair that it pays for these

repairs, that it considers Mr G's loss of earnings on provision of evidence and pays him £250 compensation.

Inter didn't agree. It says it isn't conclusive that its operative caused the damage and any delays in repairs are the fault of a third-party garage. Inter says Mr G could've mitigated any loss of earnings if his vehicle was being used commercially, by arranging use of a hire car. Because it didn't agree it asked for an ombudsman to consider the complaint.

It has been passed to me to decide.

I issued a provisional decision in September 2022 explaining that I was intending to uphold Mr G's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I have decided to uphold Mr G's complaint. Let me explain.

From the records supplied by Inter, its roadside assistance operative explained to Mr G that the bolts needed for the space saver wheel were shorter than those for the wheel it was replacing. The notes say Mr G didn't think this was correct. The operative demonstrated this to Mr G by fitting the space saver wheel and loosely tightening the bolts to show the wheel wouldn't turn.

The records say Inter's operative had a set of washers available for these circumstances. This allowed him to fit the space saver wheel using the bolts available which meant Mr G could drive to the nearest garage, which was close by. On arrival the operative removed the spacers he had used and replaced the space saver with the full wheel that had the flat tyre. The records say the operative is 99% sure he fitted all the wheel bolts before he left.

I've read the email Mr G supplied from the garage toward the end of May 2022. It says Mr G's vehicle was brought in during April with a completely flat off-side front tyre. It says the tyre wall was shredded and only two bolts were in place. The garage says the remaining three bolts were found in the boot and had clearly been cross threaded. The email says it wasn't happy replacing the tyre as there were only two nuts holding the wheel on. It says the car was moved to its staff car park area where it has remained.

I have thought about Inter's comments that Mr G's wheel and tyre were replaced toward the end of April 2022. This is at odds with his testimony that repairs are still outstanding. From the records Inter contacted three garages to ask about Mr G's car. I think the likelihood is that an error was made by one of these garages in advising the repairs were completed in April.

I say this because Mr G has supplied a statutory off-road notice (SORN) that shows his car was being kept off the road from April 2022. He also sent a photo taken of the damaged tyre/wheel, which shows the badly damaged tyre and only two bolts holding the wheel in place. Together with the garage's email Mr G supplied, I'm more persuaded that repairs hadn't been completed in April as Mr G couldn't afford it.

I've read the estimate Mr G received from the main dealership. This is dated toward the end of April 2022 and details work for £1,079.39. Mr G says he made a claim to his insurer in May as he was unable to pay for the repairs.

Based on the evidence and circumstances I'm more persuaded by Mr G's account that damage was caused by Inter's roadside assistance operative.

Inter's operative confirms the bolts used weren't the correct ones designed for use with the space saver wheel. In these circumstances I think it's more likely than not that this is how damage was caused to the wheel, hub, and the bolts. I note Inter's comments that all five bolts were fitted when its operative refitted the wheel with the damaged tyre. But the garage the car was taken to says this wasn't the case and only two bolts were in place. This is supported by the photo Mr G supplied. The garage says the remainder of the bolts were in the boot, with damaged threads and that a new wheel, hub, and bolts are needed because of the damage caused when the car was driven on the space saver wheel.

In these circumstances it's fair that Inter pays for the repairs for damage caused to the wheel, hub, and bolts.

I have thought about what Mr G said that he hasn't been able to work as a result of his car being off the road. He told us that he uses his car to work as a delivery driver and this has meant he hasn't been able to work since the incident occurred in April 2022. However, he hasn't provided any evidence to support his loss of earnings. That said as he needed a car for his livelihood, I'd expect Mr G to try and mitigate his losses. If he couldn't afford the repairs, then he could've mitigated this by borrowing funds needed for the repairs. He's not shown that he tried to mitigate these losses.

But I think Inter put Mr G in a difficult position when damage was caused to his car. I think it's likely this was caused by its actions during the roadside recovery. Mr G has had to spend additional time contacting the business, which has been frustrating and stressful. he says this also placed a strain on his marriage, due to his inability to help pay the mortgage or other bills.

In summary, I don't think Inter treated Mr G fairly when providing its roadside assistance service, which has resulted in damage to his car. It should therefore pay the cost of the repairs or refund his policy excess payment, as well as £250 compensation for the distress, frustration and inconvenience caused. But I don't think Mr G has reasonably shown that Inter should compensate him for loss of earnings.

I said I was intending to uphold this complaint and Inter should:

- pay Mr G £250 compensation for the distress, frustration, and inconvenience he was caused;
- pay for the cost of repairs/replacement wheel, hub, and wheel bolts; or
- pay the cost of Mr G's insurance policy excess if his insurer has paid for these repairs.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Neither party responded with any further comments or information for me to consider.

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 neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that Inter Partner Assistance SA should:

- pay Mr G £250 compensation for the distress, frustration, and inconvenience he was caused;
- pay for the cost of repairs/replacement wheel, hub, and wheel bolts; or
- pay the cost of Mr G's insurance policy excess if his insurer has paid for these repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 December 2022.

Mike Waldron
Ombudsman