

The complaint

Mr G complains about delays in Inter Partner Assistance SA's (Inter) response following a claim under his roadside assistance policy.

What happened

Mr G's car broke down in the early hours of the morning in mid-February 2022. He contacted Inter and it arranged for its agent to attend the breakdown. The agent didn't attend for approximately three and a half hours. Mr G's car couldn't be repaired at the roadside and the recovery agent didn't have the capability to recover the car.

Inter arranged for another recovery agent to attend. When it arrived around four hours later, again the agent wasn't able to recover Mr G's car. Another recovery agent was booked to attend, who was able to recover the car, but this agent didn't arrive for a further three and a half hours. Mr G arrived back at his home approximately 13 hours after the breakdown. He describes how he was cold, had no food or drinks, no toilet facilities and he felt at risk.

Inter says its recovery response was outside of its expected timeframes. It says the car couldn't be repaired at the roadside due to a problem with a turbo. Inter says the second agent it used should've been aware of the need for the vehicle to be recovered. It also points to poor communication with its recovery agents overall. Inter initially offered Mr G £200 compensation, which it later increased to £300.

Mr G didn't think this was fair and referred his complaint to our service. Our investigator upheld his complaint. She thought £200 compensation, which Inter had offered when the complaint was first brought to our service, wasn't enough. But she thought the further £100 it subsequently offered was fair, and so didn't ask it to pay more.

Mr G says he lost two days' pay because of this incident. He doesn't think the compensation offered is enough to acknowledge the distress and inconvenience he was caused. Because of this he asked for an ombudsman to consider his complaint.

It 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.

Having done so I've decided to uphold Mr G's complaint. I think the compensation he was eventually offered by Inter is fair. So, I won't be asking it to pay anymore. I understand this will come as a disappointment to Mr G, but I will explain why I think my decision is fair.

I can see from Mr G's motor insurance policy schedule that he paid for the optional extra that provides roadside repairs and recovery if the breakdown occurs at least a mile from his home. I've also read his policy terms to understand what is expected to happen when he makes a claim. The terms say once a claim is made it will confirm who is attending and

when this is expected to happen. I can see the policy allows for Mr G and his car to be recovered to his home, which is what eventually happened.

The policy terms don't provide further clarification on expected response times. Other than to say it won't be responsible for delays in the event of severe weather or other extraordinary events. There is no evidence that delays resulted from one of these events. I note Inter acknowledges its agents responded outside of its standard response times.

I've thought about Mr G's timeline of events along with Inter's summary and the records it has provided. It's clear that Mr G was made to wait a long time between contacting Inter and the arrival of its first recovery agent. This took three and a half hours. It took a further four hours for the second agent to attend and another three and a half hours before an agent with the ability to recover the car turned up.

Inter says the second recovery agent should've been aware that a recovery was required. From the description of events, I think this is fair. Had this happened Mr G could've been recovered home in a much shorter period. Albeit this would still have taken seven and a half hours for the recovery vehicle to attend, even before beginning the journey to Mr G's home.

In its complaint response Inter explains that it wasn't aware until around three hours after the second recovery agent had attended, that further arrangements for recovery were required. I understand Inter considers its recovery agent to blame for this communication failure. I don't disagree, but Inter is responsible for its agents providing a good standard of service to Mr G. From what I've read he didn't receive a good standard of service in this instance.

I've thought about the impact all of this had on Mr G. He explains that the breakdown occurred in winter and it was the early hours of the morning. He had no food or drink and no access to toilet facilities. I can understand why he felt abandoned given the response times, and communication problems discussed. This must have been very distressing for him. It must also have been frustrating to wait so long, only to be told on two occasions that a recovery wasn't possible because the agent wasn't equipped to handle this eventuality.

In these circumstances I think compensation is appropriate. But having considered this carefully I think £300 is fair to acknowledge the distress, inconvenience, and frustration Mr G experienced. He hasn't supplied evidence to support further losses and I'm satisfied this amount is reasonable.

I note Mr G's comments that this outcome won't help protect customers but rather delivers a message that Inter can do what it wants. I'm sorry for the poor experience Mr G has had here. By no means is my intention to diminish the distress he suffered. But our service isn't the industry regulator, my role here to resolve his individual dispute. I'm satisfied that £300 compensation is reasonable in response to Mr G's complaint.

My final decision

My final decision is that I uphold this complaint. If Inter Partner Assistance SA hasn't already done so it should:

- pay Mr G a total of £300 compensation for the distress, inconvenience, and frustration he was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 2 December 2022.

Mike Waldron
Ombudsman