

The complaint

Mr M says Inter Partner Assistance SA provided poor service when he made a claim on his motor breakdown policy and that its agent damaged his car.

What happened

Mr M called IPA for assistance on 30 May 2022 when his car lost power. He had to wait 4.5 hours at the side of a motorway with his wife in hot and dangerous conditions. The delay was partly because the first recovery firm IPA had instructed cancelled the job. Mr M says an agent from the second recovery firm ('firm G') tried to start the engine, then tried again twice using battery 'booster' packs – and that at firm G's yard, another agent tried to start the car.

Mr M was able to hire firm G's courtesy car, so that he and Mrs M could continue with their journey to a holiday home. It was agreed that he'd drive that car back to his home on Sunday, 6 June 2022, and that the next day firm G would collect it and take his own car to his local garage. Subsequently, garage G said it would be delivering Mr M's car to his home address on 6 June 2022. He had to rush back and pay for its recovery to his local garage, which said the car's turbo had failed. It also found that there was damage to the starter motor and the battery cable – issues it said were not connected to the engine failure. The engineer thought the issues could be due to attempts to start the car after it broke down.

IPA said firm G just recovered the car. It provided system notes and call sheet notes that made no reference to roadside assistance being attempted and said the operator who carried out the recovery didn't have a job card for it. Later on, IPA said firm G's recovery trucks don't normally carry battery packs. It also said it wasn't normal for a recovery agent to start a vehicle unless it had an electronic hand brake, which was stuck on.

One of our investigators reviewed Mr M's complaint, but she didn't uphold it. She thought IPA had acted reasonably in paying Mr M £150 for delays and poor communication. In her opinion, Mr M hadn't shown that firm G caused the starter motor to burn out. She said the repairing garage had said it was possible for such damage to be caused by a consumer trying to start their car's engine. Mr M asked his garage for clarification. It said that was possible, but unlikely. Meanwhile, Mr M's representative said Mr M's car has an electronic handbrake, which was stuck on when the recovery took place. As the investigator didn't change her view, the complaint was passed to me. I issued a provisional decision as follows:

Initial service issues

IPA's notes show that Mr M accepted its offer of £150 compensation for the initial delays and poor communication. I think that was a reasonable attempt to compensate for the distress and inconvenience caused at that time. So I'll focus on what happened after that.

Damage to the car

In the initial call to IPA, Mr M said the engine had failed. IPA recorded that it had seized, but I don't think the difference in terminology makes a difference here. I think it's clear from the call that the intention on both sides was simply to have the car recovered.

Mr M's vehicle had to be transferred onto the recovery vehicle. IPA told us firm G's recovery operators don't normally carry battery booster packs and that there was no note to say that they'd been used. But firm G told us that they do carry them – to release electronic handbrakes and / or to get automatic vehicles out of 'park', so they can be moved without causing any damage.

I think it's of concern that the recovery driver didn't record what happened when he arrived. Mr M's car had an electronic handbrake, and he says the battery was flat, as the car's hazard lights had been on for four and a half hours. Given these circumstances, I think it's more likely than not that the recovery operator would have tried to start the engine using battery packs in order to release the handbrake.

Mr M's garage said that (given the failed turbo) it would have been inadvisable to try to start the engine at all - but the recovery operator wouldn't have known the cause of the engine failure. And in the opinion of Mr G's garage, if the recovery operator used battery packs to try to start the engine, that could have caused the starter motor to burn out and the main battery cable to fail. Mr M's garage later replaced those parts at a total cost of £783.

As the investigator couldn't be sure whether, had Mr M had tried to start the car after the engine failed, that may have caused some damage, she contacted one of Mr M's garage's engineers. The engineer said many attempts to start the engine would have had to be made in order to burn out a starter motor. Later on, he pointed out that there were fuses in place to prevent a battery pack shorting out the electrics. He also said in order to burn out the starter, cranking the engine would have had to continue for a long time, but that without knowing the age or history of the vehicle, it was hard to say whether that had happened.

I don't think there's enough evidence for me to be able to say for sure what caused the damage. My understanding is that there could have been a loose or corroded electrical connection that Mr M wasn't aware of at the time of the breakdown. And I can't be sure that he didn't try to start the engine at some point whilst waiting for recovery. I think it's likely that the recovery operator tried to do so, given that battery packs are carried for the specific purpose of starting the engine if a car has an electronic handbrake that's stuck on. But Mr M can't show that the operator made many attempts to start the car, over a long period, which his garage thinks would have been necessary to cause the damage.

I can only base my decision on what I think is more likely than not to have happened. I think the recovery firm may have contributed to the damage to the starter motor, but there could have been other causes for it. On the information available to me currently I can't conclude that it would be reasonable to hold IPA liable for the cost of the relevant repairs.

Delivery home of Mr M's car

We asked IPA to explain why the plan set up for returning Mr M's car to his home the day after he got back from holiday was changed at the last minute. IPA said it couldn't say, but that the change was probably due to 'availability'. Mr M wasn't told of the change until the day he was travelling home. He was inconvenienced by it as he had to get home earlier than planned - and he also had to arrange to have his car taken to his garage the next day, which cost him £150.

The policy says that if a car can't be repaired on the day it's recovered, IPA will either provide overnight accommodation, or 24-hour car hire, or take the car and passengers home or to their destination, where the car will be taken to a repairer.

In this case, the circumstances were unusual. Mr M paid to hire a car from the garage, so he could drive himself and Mrs M to their holiday home. Mr and Mrs M wanted their car to be recovered to a garage in their home area – but for the recovery to be delayed, given that they were elsewhere (with the garage's car) for a week. I think it was reasonable for Mr M to expect the car to be delivered on a day the recovery firm could take it to a local garage. It seems that's what had been agreed and I think it reflects what the policy says. So in my opinion, IPA should refund the £150 recovery charge and should also pay Mr M a further £100 compensation for the distress and inconvenience caused by this issue.

I asked the parties to comment on my provisional findings. IPA accepted them. Mr M's representative said Mr M knew from experience that attempts shouldn't be made to start an engine after a '*massive discharge of smoke*'. Mr M said he saw someone at garage G's yard show the recovery operator the release mechanism under the bonnet, which he thinks shows the operator wasn't sufficiently trained to recover his car.

The engineer at Mr M's garage who carried out the repairs to his car said the following:

- it wouldn't have been possible to burn out the starter motor and the wiring loom by trying to start the vehicle using its own battery, but if multiple jump packs were used, the problem was caused by over-voltage. He said 24 volts could have been put through the car's 12-volt electrics, in a 'series' circuit rather than a 'parallel' circuit
- the recovery operator should have known that the vehicle has a mechanical release for the handbrake located under the bonnet. Using it would have negated the need for the use of a battery pack
- The car went into the local garage for a 'health check' prior to Mr M and Mrs M setting off on their holiday journey. No faults or oxidation were noted

Mr M and his representative queried whether AXA had provided call recordings and copies of notes / job cards made by the recovery operator. They asked whether we had decided not to take a statement from Mr M – or to ask him about his extensive knowledge of vehicles and about the chain of events - in order to make the claim look less valid.

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.

We invite consumers to provide their version of events and any other information they think is relevant when completing our complaint form. When an investigator starts to review a complaint, they put a summary of it to the consumer. Mr M's response to the investigator's contact was just to refer to the lengthy delay in the recovery process. Even after she didn't uphold his complaint, Mr M didn't add anything to the details he'd already provided. In my provisional decision I referred to the call recordings IPA had provided and said it had given us system / call sheet notes, but that it had said a job card wasn't used.

If Mr M noted a massive discharge of smoke from the car, I think he's very unlikely to have tried to start it after pulling onto the hard shoulder. But Mr M didn't mention the smoke to us previously, nor did he tell IPA about it when he made his initial call for assistance. Given that Mr M knew how just unsafe it would be to try to start the car, it's not clear why he didn't tell the recovery operator about the smoke and stop him using the jump packs. I think most consumers would have done so. The car could have been moved onto the recovery truck (using skids, which is what happened) with no attempt being made to start the engine.

Mr M also didn't tell us previously that the car had a mechanism under the bonnet that could be used to release the handbrake. Initially, he said that in the recovery yard, another

operator tried to start the car with a battery pack. He didn't say that person had shown the recovery operator where in the bonnet the release mechanism was. And if the release mechanism was located at the yard, it isn't clear why anyone there used a battery pack.

Ideally, I think the recovery operator who attended the breakdown should have known about the release mechanism. But the lack of that knowledge didn't lead directly to the damage to the starter motor, as the car was movable without using it. It isn't clear from Mr M's account whether he knew about the mechanism at the time. But if he did, had he mentioned it to the recovery operator, he may have been able to use it once he located it.

I've considered all the remarks made by Mr M's engineer. Even if no obvious faults or oxidation were noted during the health check, I think there could have been an undiscovered fault - such as a loose connection - or a problem could have occurred after the check. The engineer said the car's own battery couldn't have burned out the starter motor (although one of his colleagues had told us it was possible). The engineer said he *suspected* that – if *multiple* attempts were made to start the car with jump packs – then what caused the starter motor to burn out was over-voltage. But his opinion is based on Mr M's account of events. As I said in my provisional decision, I don't think there's sufficient evidence that multiple attempts were made to start the engine, with or without battery packs.

Taking everything into account, I remain of the view that there isn't sufficient evidence to conclude that the recovery operator probably caused the damage to the car's starter motor. So I can't uphold that aspect of Mr M's complaint. But I think it would be fair and reasonable for IPA to refund the recovery charge Mr M paid his local garage and to pay him £100 compensation for the distress and inconvenience that arose as a result of that issue.

My final decision

My final decision is that I uphold this complaint in part. I require Inter Partner Assistance SA to refund the sum paid by Mr M for the recovery of his car to his local garage, to add interest to that sum, at the simple yearly rate of 8% (from the date the bill was paid to the date of the settlement) and to pay Mr M a further £100 compensation for distress and inconvenience. If IPA thinks HM Revenue and Customs requires it to withhold income tax from the interest, it should tell Mr M how much it has taken off. It should also provide a tax deduction certificate if required, so Mr H can reclaim the tax if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 21 March 2023.

Susan Ewins
Ombudsman