

The complaint

Mr S complains about Inter Partner Assistance SA (“IPA”) and the service they provided after his motorhome broke down while abroad.

What happened

Mr S held a Motorhome insurance policy, underwritten by a separate insurer. Included within this policy, for an additional premium, was an additional European Breakdown Assistance (“EBA”) policy, which was underwritten by IPA.

Unfortunately, on 18 August 2022 while travelling in Spain, Mr S’ motorhome broke down. So, he contacted IPA for assistance, under the EBA policy he held.

IPA arranged for Mr S’ motorhome to be taken to an available garage in the area local to where he was located. But Mr S was unhappy with the service IPA provided from this point, so he raised several complaints.

These included, and are not limited to, Mr S’ unhappiness with the length of time the claim took to progress, and in particular the delays caused by the garage IPA appointed. Due to these delays, Mr S utilised all of his alternative accommodation allowance and so, he explained he ran out of money which saw him sleeping rough on local beaches. Mr S was also unhappy that, while the motorhome was in the care of the garage appointed by IPA, it was broken into and many of his possessions stolen. And Mr S explained that, due to the delays in his motor home being repatriated, he lost out on a job back in the UK. So, he wanted IPA to compensate for the emotional and financial impact he’d suffered due to all of the above.

IPA responded to Mr S’ complaints and upheld them in part. They accepted there had been delays in arranging an inspection of his motorhome, and they paid Mr S £300 to recognise the impact this caused. And they accepted the service provided to Mr S, including the way in which he was updated and the length of time it took to repatriate the car, fell below the standard they’d expect. So, they offered to pay Mr S a further £900 to recognise any upset he’d been caused. But they didn’t think they were responsible for the financial loss created by the theft of his personal possessions. And they explained their remit was for breakdown assistance only, so other aspects of his claim would need to be raised with the insurer of his motor home insurance policy. Mr S rejected this offer and remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t think IPA needed to increase the offer they’d already made. They explained Mr S’ EBA policy didn’t include cover for personal possessions and so, they didn’t think IPA should cover the losses he incurred from the theft. And they explained at the time of the incident, Mr S’ overall policy didn’t include cover for travel to and from work. So, they didn’t think they could say the delays in repatriating Mr S’ motorhome directly impacted his ability to take on the job he referred to. But they did accept there had been failures during the claim process, and that this had impacted Mr S significantly. Having considered the overall offer of compensation IPA had put forward, they thought this was a fair one to recognise the service failures they were responsible for. So,

our investigator didn't think IPA needed to do anything more on this occasion.

Mr S didn't agree, and he provided several comments detailing why. These included, and are not limited to, his belief the £900 offer didn't fairly compensate him for the delays he experienced and the level of service he received during the claim process. Mr S didn't think this amount fairly considered him being forced to hitch hike and sleep on beaches illegally. And he felt that, had IPA's chosen garage acted professionally, his personal possessions wouldn't have been stolen as he wouldn't have been allowed to try and drive it in early September, only for him to need to return it back to them and leave it unsecured. So, Mr S maintained his belief that the compensation offer should be increased.

Our investigator considered these comments, but their view remained unchanged. Mr S requested additional time to supply further comments and evidence but to date, none have been received. As Mr S didn't agree, and the deadline to supply further information has expired, the complaint has been passed to me for a 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.

Having done so, I think the offer IPA have already made is a fair one, for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached this decision, I think it would be useful to set out exactly what IPA were responsible for under the EBA policy and so, what I've been able to consider.

I recognise Mr S is unhappy that several of his personal possessions were stolen from his motorhome. But IPA are the underwriters of the EBA policy only, not the motorhome insurance Mr S took out. So, any claim for personal possessions would need to be directed to the underwriter of the motorhome insurance policy, and this isn't something I'd expect IPA to consider or pay out for.

I also recognise Mr S feels IPA's actions meant he was unable to use his motorhome to drive to a job he had intended to take in the UK, leaving him at a financial loss in a lower paid role. But I note that within the motorhome policy Mr S held that the EBA policy was contained within, this didn't insure Mr S to use the motorhome for journeys to and from work. So, while I note Mr S' testimony that he intended to change the motorhome policy he had in place, I'm unable to say for certain this is what he would've done. And even so, any decision I make is based on the policy and level of cover Mr S had in place at the time the incident being complaint about occurred. So, I haven't thought about this aspect of the complaint any further.

Instead, what I have done is considered the service IPA provided to Mr S under the limitations of the EBA policy they provided. And I've considered this level of service against the offer of compensation IPA have put to Mr S so far.

I note in this situation, IPA don't dispute that the service Mr S received fell below the standard they'd expect. They have accepted they encountered difficulties communicating with the garage they found that could take Mr S' motorhome to repair. And, because of this and the actions the garage took, it impacted the length of time Mr S was without access to the motorhome and how it impacted his onward journey. As IPA have already accepted that they failed to act fairly and reasonably here, I don't intend to discuss the merits of this in any

further detail. Instead, I've thought about Mr S' main area of dispute, which centres around what IPA should reasonably do to put things right.

Putting things right

IPA have already paid Mr S £300 to recognise the initial delays he experienced waiting for his van to be taken to the garage and inspected. And they've since offered a further £900 compensation, to recognise the inconvenience he was caused between August and October 2022, when he received his motorhome back in the UK. So, I've thought about whether this total offer of £1,200 is a fair one.

I note Mr S is unhappy that he was left without somewhere to stay, which saw him needing to camp out in a tent for periods of time. I've read through the system notes provided by IPA at length, and I do think they did what they could to find Mr S suitable accommodation at short notice, up to the limit included within the policy. And from what I've seen, they reimbursed Mr S any accommodation costs he incurred up to this limit.

I note IPA also helped assist Mr S in returning home, and the costs associated with this. And they helped arranged for the repatriation of his car, again alongside the costs. So, while I do think the process did take longer than I would've expected, I do think IPA have shown they attempted to take reasonable steps to progress the claim and assist Mr S, in situations that they were able to control.

From what I've seen, it's clear the delays resulted from IPA's difficulties contacting and discussing the claim with the garage. And, while I do appreciate the difficulties that international contact may bring, as IPA appointed the garage, I think the garage were acting as an agent of IPA. So, I do think IPA are responsible for the actions of the garage overall.

But this doesn't mean I think all of the delays were caused due to something IPA did wrong. The policy itself explains that IPA wouldn't cover *"any costs which result from the unavailability of spare parts"* and I note there was a delay because parts were needed to be fitted to the motorhome. And I note at the time of year Mr S broke down the availability of garages was impacted by national holidays and opening times.

So, due to the term which states IPA won't cover *"any loss of any kind that comes from providing or delaying providing the services that cover relates to unless caused by our negligence or deliberate misconduct"* I don't think IPA are fully responsible for all of the issues Mr S experienced, or the costs he incurred.

In this situation, from what I've seen, I think IPA have considered the tangible costs they were responsible for, that Mr S has been able to evidence. So, I think any compensatory award should be focused on the emotional impact, and inconvenience, Mr S was caused.

I note Mr S was left in a foreign country without access to a driveable motorhome from 18 August to early September, when he flew home. And from then till late October he was without access to his motorhome at all as he was in a different country. And I do think this would've been upsetting and inconvenient for Mr S, especially in a foreign country needing to incur expenses he wouldn't have budgeted for. And I've also thought about Mr S' testimony that, where he couldn't budget, he was left needing to camp on local beaches.

I also recognise the upset Mr S would've felt when deciding he would need to return home, rather than carry on his onward journey, due to the uncertainty of how long it would take to repair the motor home and the fact he'd utilised his alternative accommodation. And I do think this emotional impact should be recognised.

But I note that in total, IPA have offered to pay Mr S £1,200 which is a significant amount. And this is on top of the financial losses they have already reimbursed, in line with his policy terms. And having considered this offer, I think it's a fair one that falls in line with what I would've directed, had it not already been made.

I think it is significant enough to address the clear emotional upset and inconvenience Mr S would've experienced from errors IPA were responsible for. But I think it also fairly takes into consideration IPA's efforts to help assist Mr S through the claim process, which I think they did do especially regarding finding alternative accommodation at short notice in different areas. And I think it recognises the fact some of Mr S' upset and losses, centred around the theft of his personal possessions, would need to be directed in a claim to his motorhome insurer. I think it also fairly reflects the fact that IPA did not cause the motorhome to break down initially, or that locating a garage at that time of year in that country was more difficult than it usually would've been.

So, I am directing IPA to pay Mr S a further £900, on top of the £300 that has already been paid, to fairly compensate Mr S for the difficulties he's faced, and the upset he's experienced, that I think IPA are responsible for.

My final decision

For the reasons outlined above, I uphold Mr S' complaint about Inter Partner Assistance SA and I direct them to take the following action:

- Pay Mr S a further £900, taking the total compensatory payment he receives to £1200 overall.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 July 2023.

Josh Haskey
Ombudsman