

The complaint

Mr S has complained about the length of time it took Helvetia Global Solutions Ltd's breakdown recovery provider, who I'll refer to as N, to assist him after his car broke down and he made a claim under his Breakdown Recovery insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. As Mr S's complaint is about a claim under Mr S's Breakdown Recovery policy, I've taken these rules and other industry guidance into account when deciding what I think is fair and reasonable in the circumstances of Mr S's complaint.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- It is clear from the notes provided that N struggled to find a garage who could send someone out to assist Mr S. And it took nearly three hours for someone to get to him in the first instance.
- After this amount of time had elapsed, I do not think it was appropriate for N to make Mr S wait another four hours for them to find a garage who could repair his car and get someone else to come out to take his car there. Especially, as Mr S told N he was cold and was feeling unwell.
- I appreciate the policy terms say N will not recover the customer to their destination of choice if a local garage can repair their car within 48 hours. And that this did happen with Mr S's car. But I do not consider it was appropriate for N to stick rigidly to the policy terms when it was taking so long to find garages who could assist.
- So, I think N should have recovered Mr S and his car to his chosen destination after it became clear his vehicle needed to be repaired and it wasn't possible to find someone quickly to get him to a garage that could do this.
- This means I think N provided a poor level of service to Mr S and not the service he was entitled to expect. I think this caused him distress and inconvenience and that he should be compensated for this.
- I agree with our investigator that the level of distress and inconvenience warrants a compensation payment of £200. If N has already paid Mr S the £20 it offered him, it can deduct this and pay him a further £180.

Putting things right

For the reasons set out above, I've decided to uphold Mr S's complaint and make Helvetia pay him £200 in compensation for distress and inconvenience. Or £180 if it has already paid him the £20 it offered him.

My final decision

I uphold Mr S's complaint and order Helvetia Global Solutions Ltd to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 December 2023.

Robert Short
Ombudsman