

The complaint

Ms C complains about the service provided by Inter Partner Assistance SA (IPA) under the Car and Key Rescue section of her car insurance policy.

Any reference to IPA includes the actions of its agents.

What happened

Ms C broke down on her way home from holiday and called IPA for help. She says that it took five hours for help to arrive. Ms C has told us that during her initial call, IPA told her that help would arrive within 90 minutes. After two hours, no help had arrived so Ms C called IPA and she has said she was told someone would arrive within an hour. Although help did then arrive, they were unable to take Ms C or her car back to her home address that day. Ms C was offered to be taken to a safe location where she could arrange for a taxi to take her to collect a hire car. Her car would be held in storage and was to follow the next day. Ms C was unhappy with this and eventually IPA arranged a taxi to take her home.

IPA accepted there had been some delays and offered Ms C £100 compensation. Ms C didn't accept this and brought the complaint to our service.

Our investigator thought that IPA's offer was fair for the poor service provided by IPA. Ms C didn't accept the outcome. She said that she was told the 90-minute timescale was guaranteed and she's had additional expenses for work and childcare due to the delay.

As no agreement could be reached, the complaint 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether IPA acted in line with these requirements when handling Ms C's claim.

IPA has accepted that there were delays in help arriving with Ms C, so this isn't in dispute. Ms C says she was told it was guaranteed that the help would arrive within 90 minutes of her first call. Whilst this appears to be IPA's own service level aim, this isn't something stipulated within the policy terms and conditions. Unfortunately, the phone call wasn't recorded and so I can't confirm what was said. I think it's likely Ms C would've been given an indication of 90 minutes as to when help would arrive. As this didn't happen and no updates were provided by IPA, I've considered this under how things should be put right.

Ms C has also raised frustration that after the initial help arrived, they only offered to drop her to a safe place for which she would then need to get a taxi to collect a hire car.

I appreciate this must have caused distress for Ms C, especially as she was travelling with her elderly father. However, under the terms of the policy, if the car can't be made roadworthy at the place of the breakdown, it's up to IPA to choose what they think is the most appropriate solution from a list. Some of these options are as follows:

'c. Hiring a suitable vehicle for up to 48 hours as long as this is not more than the benefit would have been paid under option a above...

d. Reasonable public transport or taxi fares for you and your passengers. Please note that you will be responsible for all onward transportation in the first instance and (Agent) will reimburse these costs once your claim has been validated...

e. Any other solution which, we believe, is the most suitable to help you and arrange for the car to be repaired and transported.'

Whilst I accept why Ms C was unhappy with the initial option provided by IPA to help her get home, it's an option covered in the policy terms and conditions. At the point Ms C declined this offer from IPA, I think this is where consideration of there being a delay in getting help ends. I was pleased to hear that IPA then offered Ms C a further option to help her get home, although I appreciate this did take some additional time to arrange.

Based on the above, Ms C initially called IPA at around 12:50 and help arrived at around 16:00. Taking the 90-minute service level aim into account, this means IPA caused a delay of around 90 minutes to Ms C.

I've considered Ms C's comments about how the delays lead to additional childcare and work expenses. Ms C was due to work the following day and as a precaution arranged some cover/additional help. As Ms C arrived home the evening before she was due to work, I don't think it's fair for IPA to cover the additional work costs. Our investigator asked Ms C to provide evidence of the additional childcare costs to substantiate the loss. To date Ms C hasn't provided us with any evidence of additional childcare costs. So, I won't be asking IPA to pay anything in relation to this.

Overall, based on the 90-minute delay to Ms C and the distress and inconvenience this caused her, I think the £100 compensation offered by IPA is fair and reasonable. Ms C has advised us that this hasn't been paid yet.

My final decision

Inter Partner Assistance SA has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Inter Partner Assistance SA should pay £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 13 December 2023.

Anthony Mullins
Ombudsman