

The complaint

Mr A complains that Intern Partner Assistance SA (Inter) took two and a half hours to attend when his car broke down, under his roadside assistance policy.

What happened

Mr A's car broke down whilst he was driving on the motorway. He contacted Inter at around 12.30pm and it contacted a recovery agent to assist. Mr A says Inter's agent called and told him it was too far for it to attend. A second agent called, but couldn't attend until after 3.15pm, which Mr A didn't think was acceptable.

Mr A says a third agent arrived at around 3pm. He says prior to this the police advised him and his wife to stand under a nearby bridge. They provided blankets as they were both very cold. He says he's elderly and was suffering from a severe cold. His wife also has health concerns, which means she doesn't cope well with being cold. He says this experience made them both ill.

Inter says it didn't provide a final response letter as it thought the complaint had been settled when it spoke to Mr A over the phone. It offered him £50 for the inconvenience.

Mr A didn't think Inter had treated him fairly and referred the matter to our service. Our investigator didn't uphold his complaint. She says Inter had managed Mr A's expectations regarding call out times and had offered fair compensation for the inconvenience caused.

Mr A didn't agree and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

I issued a provisional decision in October 2023. Here's what I said:

provisional decision

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 my intention is to uphold Mr A's complaint. Let me explain.

Mr A says the breakdown occurred on a different part of the motorway than Inter had referred to when they discussed his complaint. I can see from the records Inter provided that a note was made at 1.41pm on the day of the breakdown. The note says:

"[Recovery Agent] have sent a driver to original location given, and he's not there. Cust is on [motorway 1] heading onto [motorway 2], corrected and redeployed."

Based on this a recovery agent attended the scene where it was thought Mr A's car had broken down. This was just over an hour after he reported the incident. But he wasn't there.

I asked Inter to provide a copy of the call recording when Mr A first contacted it following the breakdown and the other calls where he spoke to its recovery agents. I also asked it to show where Mr A's car was recovered from and where he'd reported this had happened.

Inter responded to say it wasn't able to provide records of where the recovery took place or where Mr A's car was originally thought to have broken down. However, it was able to provide several call recordings of the conversations between Mr A and its recovery agents. I've listened to these calls.

A recording timed at 12.36pm is when Mr A first called through to Inter. He was clearly upset and mentions attempts to try and fill in Inter's forms. The agent says he will have to end the call if Mr A continues to shout. Mr A then provides information he's asked about the breakdown. He confirms the passenger side front tyre has a puncture and says he is on the motorway 100 yards down from the junction with the connecting motorway heading southwest.

Inter's agent puts the call on hold to identify where Mr A is likely to be located from the information he provided. He returns to the call and says he looks to be at junction 7 to 8 southbound on the motorway. Inter's agent say he will try to expedite the recovery as Mr A confirmed he felt unsafe. He says the expected wait time is between zero and two hours. He asks if there are any special circumstances. Mr A replies "no".

During the next call at 1.17pm Mr A says he's been called by a recovery agent calling from a location that is miles away. Inter's agent puts the call on hold and connects with the recovery agent. He's told the job had been redeployed to someone closer to Mr A. Inter's agent says its mapping software had allocated the job to the closest agent. Mr A raises concerns at the time taken to arrange a recovery so far. The agent says it won't take another 45 minutes for the next recovery agent to make contact.

Mr A calls again at 1.47pm. He's told the estimated arrival time for the recovery agent is showing as 3.12pm. Mr A becomes upset. Inter's agent says he agrees with him that the recovery time is too long, and says he'll escalate to its customer service team.

Mr A calls back at 2.05pm to ask for an update. The agent says the matter has been passed to the customer service team. Mr A says he has contacted the recovery agent and was told it would take three hours. The agent says that Inter is trying to allocate a different recovery agent.

No further call recordings have been provided. However, a record timed at 2.11pm on the day of the breakdown says Inter's recovery agent had spoken to Mr A and that he'd been verbally abusive. As a result, the agent advised it wouldn't be attending. The note says the matter had been, "Redeployed to the next closest op". There are no further relevant notes in the records provided other than a reference to Inter being asked to authorise the miles. My understanding is that this relates to the distance involved in recovering Mr A, his wife, and his car to a relevant destination.

Mr A hasn't complained about what happened once the recovery agent attended. So, I haven't considered this. His complaint is about the time the recovery took to happen and the standard of service he received whilst waiting.

I've read Mr A's policy booklet to see what is expected to happen when a breakdown occurs. I can't see that it specifies a timeframe within which Mr A should expect to receive assistance. However, we do expect that Inter will provide an effective service and arrange for a recovery agent to attend in as short a time as possible.

Based on the records a recovery agent did attend in just over an hour. But this wasn't at the correct location. Mr A told Inter's agent during his first call that he was on the motorway about 100 yards down from the junction with the motorway he'd just exited. Mr A was upset and shouted at the agent during the initial call. I don't think this was helpful when the agent was trying to ascertain what assistance Mr A required and where he'd broken down. But I think Mr A did give enough information to reasonably allow a recovery agent to locate him.

Inter's agent said that based on what Mr A had said this was coming up at junction 7 to 8 on the motorway he'd specified. I've checked this location. It's about 30 miles from the location where Mr A says he'd broken down. In the initial call Mr A told Inter's agent he could see a sign that confirmed the closest town to where he was. This was about three miles away. Mr A said he didn't know that it was junction 7 to 8. It's clear that he was relying on what the agent was telling him in relation to the junction number. But as discussed, I think the information Mr A provided should reasonably have allowed Inter's agent to send a recovery agent to the correct location.

I can understand why Mr A was frustrated when he was told it was too far for one of the recovery agents to travel, and that another couldn't attend until after 3.15pm. Inter said the first agent didn't attend because of the volume of call outs. This was in its email to Mr A dated 30 January 2023. I acknowledge Mr A's point that this differs to his recollection from the conversation he had with the recovery agent.

Based on the call recordings the first recovery was arranged at the wrong location. It wasn't until 1.17pm that a more local recovery agent was assigned. This caused a delay of around 45 minutes. Inter was then reliant on the availability of recovery agents in the area. It took until around 3pm before Mr A and his wife were recovered from the motorway.

Mr A explained that he felt he was in a dangerous position, as his car had broken down on the motorway. I can't see that he told Inter's agents that he and his wife are elderly or alerted it to their health issues. Although Inter's agent did ask if there were any other considerations he should know about. The agents said they would attempt to expedite the recovery, which involved contact with Inter's customer service team. I think this was reasonable. But I can't see that this helped, given the expected waiting time was up to two hours without it being expedited.

In its submissions to our service Inter explains that a job is assigned to the nearest recovery agent, if they can't attend then it's assigned to the next nearest. Based on the evidence provided the delay in attending was due to availability in the area. Once the initial mistake with the breakdown location had been corrected. However, I note one recovery agent refused to attend as it felt Mr A had been abusive when it called him.

Having considered all of this, I think Inter could've arranged a quicker recovery had its agent not made a mistake initially with the location of the breakdown. This delayed the allocation of a suitable recovery agent by around 45 minutes. Overall, it took around two and a half hours for a recovery agent to attend Mr A's breakdown. This was distressing and frustrating for Mr A and his wife as they were stood in the cold, on the side of a motorway. To acknowledge this, I think a payment of £100 is fair. If Inter hasn't already paid Mr A the £50 compensation it offered, it should also ensure this is provided.

I said I was intending to uphold Mr A's complaint and Inter should pay him £100 compensation for the distress and inconvenience it caused.

I asked both parties to provide any further comments or information they would like me to consider before I issued a final decision.

Both Mr A and Inter responded to say they accepted my provisional findings.

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.

As neither party has submitted further comments or information for me to consider, I can see no reason to alter my decision.

My provisional decision will now become my final decision for the reasons already explained.

My final decision

My final decision is that I uphold this complaint. Inter Partner Assistance SA should:

- pay Mr A £100 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 December 2023.

Mike Waldron
Ombudsman