

The complaint

Ms B has complained that Inter Partner Assistance SA (Inter) refused to pay for damage to her car she says was caused by a recovery agent. Ms B sought assistance under the breakdown recovery section of her car insurance policy.

All reference to the insurer Inter in my decision includes its agents.

What happened

Ms B contacted Inter for assistance as her car wouldn't start. She thought it was an issue with the battery.

Inter arranged for an agent to recover Ms B's car to a garage for repair.

A couple of days later Ms B complained to Inter. She said the garage told her the issue wasn't with the battery. She said the garage advised that the car's gearbox, clutch and steering was damaged. She said two recovery agents had told her the car had been 'forced'.

Inter agreed to arrange recovery of Ms B's car to her home address. This took place a day later than originally agreed, on 24 July 2023. The timeline between Ms B's request for recovery - to recovering to her home address was 19 July 2023 to 24 July 2023.

Inter didn't uphold Ms B's complaint. It said there was nothing to support the complaint that damage had been caused by the recovery agent. But it said it would reconsider if Ms B provided evidence to show otherwise.

Ms B asked us to look at her complaint. She said the recovery agent damaged her car. She was unhappy with the time it took for Inter to deal with her complaint.

Ms B wanted Inter to provide a refund for repairs, and compensate her for the distress and inconvenience caused.

Our Investigator didn't recommend the complaint should be upheld.

Ms B didn't agree. She says we should have obtained written statements from all parties. She says there was no reference to her submissions in our view and no index of documents.

Ms B says there has been a lack of transparency of our process and she believes no weight has been given to her submissions. Ms B says she didn't sign the waiver document provided by the recovery agent which confirmed her agreement to her car being recovered and recorded pre-existing damage to her car.

Ms B says this service has failed to share with both sides our assessment of the complaint and how it could be resolved, failed to adequately explain the reasons behind the conclusions reached, failed to give enough time for Ms B to comment, and dismissed the case without due consideration of the merits of the case.

In response, our Investigator provided Ms B with further time to provide any representations before passing the case for an ombudsman to decide.

Ms B hasn't responded.

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 are an alternative to the courts. While taking into account relevant legislation and industry practice, our approach is an informal one and our decisions are based on what is fair and reasonable overall. We look at all of the relevant information provided by both parties, and where deemed appropriate, will ask for further information. This is at the discretion of this service. We are an evidence based service, and so generally (but not always) we give more weight to documented evidence provided by both parties. Where no documentary evidence is available, we look at what on the balance of probabilities most likely happened when reaching a decision.

Ms B is unhappy with the handling of her complaint. But as our Investigator explained, complaints handling is not a regulated activity and so it is outside of our jurisdiction to look at. What we can and cannot look at is set by the regulator, the Financial Conduct Authority.

I can see that Ms B was able to contact this service after receiving a final response from Inter.

On 3 October 2023 the Investigator acknowledged Ms B's complaint and provided details of the next steps in our process.

In December 2023 as requested, Ms B was provided with a copy of all the documents this service relied on when reaching a view, and was given two weeks to respond.

In January 2024 the Investigator let Ms B know her complaint would be passed to an ombudsman and explained the process here. Ms B was given further time – until 24 January 2024 – to provide any information or representation. To date Ms B hasn't responded.

So my decision is based on the information available to me and I've focussed on the salient points.

Inter Partner provides cover for Ms B if her car needs recovery to a garage in the event of a breakdown. Any diagnosis or repairs by that garage is not something that is covered under Ms B's policy. So neither Inter – nor us – can comment on what the garage told Ms B about the issues with her car.

However, it follows that if the first garage told Ms B that her car's clutch, gearbox and steering was damaged – and this diagnosis was correct – the (second) garage Ms B's car was eventually repaired at would have diagnosed – and needed to repair - the same damage. But from what Ms B told Inter – and I've seen nothing from Ms B to dispute this – the second garage that carried out repairs said the damage was to the computer and to the battery. There is nothing I've seen to support Ms B's view that there was damage caused to the clutch, gearbox or steering.

In any event, from the report provided by the recovery agent, the recovery of Ms B's car was done under a 'whole lift' and so on balance it's very unlikely that the damage being claimed for was caused by the recovery agent.

Ms B says two recovery agents told her they thought her car had been 'forced'. But the lack of evidence to support the damage as described carries more weight here.

I understand Ms B told Inter she didn't electronically sign the waiver form. There's no way for me to be able to safely conclude either way. The recovery agent took a number of photos of Ms B's car on attendance – to record any visible pre-existing damage. They also provided a report detailing the pre - existing damage and details of the type of recovery made.

But in this case, the signing of the waiver form has no bearing on the outcome of the complaint. As I've said, I've seen no evidence to support Ms B's claim that there was

damage to the gearbox, clutch or steering – before Inter or I could consider whether such damage was caused by the recovery agent.

In their response dated 18 September 2023, Inter gave Ms B an opportunity to provide evidence that the claimed damage had been caused by the recovery agent. But no new evidence was provided.

Ms B complained that Inter didn't respond to her Subject Access Request. I can't see that this was part of Ms B's complaint to Inter which it responded to on 18 September 2023. Inter has advised it has responded to Ms B's request.

Taking everything into account, I don't think Inter has acted unreasonably. So I'm not upholding Ms B's complaint.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 2 April 2024.

Geraldine Newbold
Ombudsman