

## **The complaint**

Mr G complains about how Inter Partner Assistance SA (IPA) handled his request for breakdown assistance under his roadside assistance policy.

Any references to IPA also include its agents.

## **What happened**

In June 2024 Mr G was on holiday. When driving his vehicle, he noticed the steering was heavy and the fan belt had broken. Mr G contacted IPA requesting roadside assistance.

A recovery agent attended Mr G. Mr G said he was advised it was unable to carry out any roadside repairs as it didn't have the facilities available to do so. Mr G says this isn't in line with what he believed he was entitled to under the terms and conditions of his policy. Mr G said the recovery agent said it would tow his vehicle to a garage, however the proposed garage had no availability. Mr G said the recovery agent told him if he wanted his vehicle repaired, he'd need to contact a mobile mechanic at his own expense.

As Mr G needed his vehicle, he sought assistance from an alternative breakdown company. But he needed to pay an emergency joining fee. Mr G also incurred taxi and car hire charges whilst his vehicle was undriveable. Unhappy with the service provided by IPA. Mr G made a complaint.

IPA offered to reimburse Mr G the recovery cost upon receipt of an invoice along with the car hire charges. IPA also offered to increase compensation from £50 to £150 by way of an apology and said this was for the inconvenience Mr G had experienced not having his vehicle recovered to a local garage and not arranging a hire car for him.

Mr G wasn't satisfied with IPA's response, so he referred his complaint to this Service. Our Investigator considered the matter and said he wouldn't be asking IPA to do anything further from that which it had already proposed.

Mr G disagreed with our Investigator, so his 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.

I recognise Mr G is unhappy with the service he has received from IPA and the additional costs he has incurred.

### *Alternative Breakdown Service, Recovery and Repairs*

Mr G believed his roadside assistance policy with IPA included a provision that a repair would be carried out to his vehicle at the roadside. I've looked at the terms and conditions of Mr G's policy and it does include one hour's worth of roadside repairs.

Mr G's vehicle required a new fan belt. Within the available evidence I've seen IPA acknowledge a fan belt can be fixed within one hour, therefore meeting the time limit allowed under the policy. But, within the available evidence it references there may be other factors which can cause a fan belt to snap. I've seen that IPA considered the best option for a vehicle in such a condition, is for it to be taken to a garage. Additionally, within IPA's correspondence I've also seen it says it doesn't complete roadside repairs for issues such as fan belts.

IPA said it should've informed Mr G at the start of the process his vehicle would've always needed to be towed to a garage for the required repair. However, from the available evidence, I've seen reference to it being Mr G who requested roadside assistance as opposed to a recovery.

When IPA's agent arrived at Mr G's vehicle, under the policy terms, there were two potential outcomes. Either carry out one hour's worth of roadside repairs or tow Mr G's vehicle to a garage.

It's Mr G's position that the agent who attended his vehicle said it was unable to carry out the repairs and his vehicle would need to be towed to a garage. I understand the proposed garage was full and therefore Mr G's vehicle wasn't towed. Although IPA were unable to tow Mr G's vehicle to a garage that day, from the available evidence Mr G could've agreed to IPA storing his vehicle overnight and taking it to a garage the next day. It was Mr G's choice not to do this, which led to him contacting an alternative breakdown service and incurring an emergency joining fee of £150.

At the time of Mr G's breakdown, he was on holiday, and he says he had a vulnerable child and adult with him. Given the situation, it's understandable why Mr G felt the need to contact an alternative breakdown service. Mr G says he was told by the alternative breakdown service that a repair could be carried out on the roadside. But, due to a lack of parts the repair couldn't be carried out until the next day.

As the alternative breakdown service was unable to carry out repairs to Mr G's vehicle within one hour, I'm not satisfied that even if IPA's recovery agent could've carried out roadside repairs, it would've been able to do so – i.e. due to lack of parts or equipment. I therefore don't think the proposal by IPA to tow Mr G's vehicle to a garage was unreasonable. And it's what Mr G was covered for under his policy in any event. If Mr G's vehicle had been successfully towed to a garage or gone into storage - to be taken to a garage the next day, IPA wouldn't have been required to pay for the repairs. I acknowledge Mr G says in addition to the emergency joining fee he purchased a fan belt for the alternative breakdown service to fit to his vehicle. But I'm not persuaded Mr G's costs would've been significantly more than those which he would've incurred had his vehicle been towed to a garage.

Having considered everything, IPA's liability was to take Mr G's vehicle to a garage. Following this, Mr G would've had to pay for parts and labour, for the repairs to be completed to his vehicle. I'm therefore not persuaded the amount Mr G paid for the emergency joining fee is more than what he would've had to pay a garage to do the repairs. Mr G will undoubtedly be disappointed, but I'm not persuaded IPA need to take any further action.

### Taxi Fares and Car Hire

As a result of Mr G's vehicle being immobile, Mr G was required to incur taxi fares in the sum of £35.23 along with car hire charges. From the available evidence IPA has already reimbursed Mr G for the taxi fares and has said it will reimburse Mr G for the hire charges. Mr G should contact IPA if he hasn't already received reimbursement.

### Service Standards

IPA has paid to Mr G the total sum of £150 as an apology for the distress and inconvenience caused not recovering his vehicle to a garage nor arranging a hire car for him. I'm satisfied the level of compensation paid is fair and reasonable considering the situation Mr G found himself in. I therefore don't require IPA to take any further action.

### **My final decision**

My final decision is that I don't uphold this complaint and I don't think Inter Partner Assistance SA needs to do anything further to settle the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 April 2025.

Lorna Ball  
**Ombudsman**