

## **The complaint**

Mr W complains Inter Partner Assistance SA failed to assist when he claimed against his roadside assistance insurance policy.

IPA's been represented for the claim and complaint at points. For simplicity I've generally referred to the representatives' actions as being IPA's own.

## **What happened**

In July 2024 Mr W was having trouble with his work van. He called IPA to request assistance under the homestart section of his roadside assistance policy. IPA refused to assist, telling Mr W his van is too big to be covered by the policy.

Mr W, unhappy with the lack of assistance, raised a complaint. He had been advised, by his insurance broker, that IPA had an agreement in place for oversized vehicles. After some back and forth IPA realised it had made a mistake. It did have an agreement for oversized vehicles, so should have arranged assistance. It apologised to Mr W, accepting it had provided a poor service. It noted Mr W had reported the impact on him being cancellation of work and loss of business for three days. After proposing lower amounts of compensation, IPA's final offer was £250. It said that was to recognise the distress and inconvenience Mr W had experienced.

Unsatisfied with IPA's response Mr W referred his complaint to the Financial Ombudsman Service. He said it had been stressful dealing with IPA on the day of the claim as its adviser couldn't understand the problem. He said the failure to provide the assistance had caused him to cancel estimates and rearrange work. He says this has damaged his reputation. He considered £250 to be insufficient given what was experienced. To resolve his complaint, he would like at least £600 to make up for the distress, inconvenience and loss of income.

Our Investigator felt IPA's mistake had likely caused Mr W financial loss. She recommended it consider his evidence of losses to decide if it should pay him £600. IPA didn't agree to consider loss of earnings as it had already offered compensation and reimbursement. So the complaint was passed to me to decide.

I issued a provisional decision. In it I explained why I didn't intend to require IPA to reimburse any financial loss or pay more compensation than already offered. The provisional decision's reasoning forms part of this final decision so is copied in below. I also invited both parties to provide any further comments or evidence they would like me to consider before issuing this final decision.

### ***what I've provisionally 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 Mr W's vehicle breaks down at his home the policy requires IPA to arrange and pay for a breakdown assistance vehicle. If the engineer is unable to repair it*

*within one hour, the policy requires IPA to arrange and pay for the van to be taken to a local garage for repair. The policy doesn't cover the garage's charges for repair.*

*IPA accepts it made a mistake by failing to send assistance. But Mr W isn't satisfied with the compensation it offered in attempt to put things right. So I've considered if IPA should pay more than £250. Having considered the issue, I don't intend to require it to do so.*

*I have three key reasons for reaching that position. First, based on what I've seen Mr W failed to make reasonable efforts to mitigate any losses. Second, I haven't seen enough to persuade me, had IPA not made a mistake, Mr W's van would have been back in use earlier than it was. Third, Mr W hasn't provided reasonable evidence of losses.*

*Mr W referred to IPA's failure to assist causing him a loss of income. He said the work van was out of use for four days as a result. He arranged for someone to visit his home to repair the van.*

*I expect individuals to take reasonable steps to minimise losses. IPA, when declining assistance, offered contact details of a provider that could assist for a charge. Mr W declined the details. Had he contacted the provider he may have found it was able to get his van working on the day or was able to take it to a local garage. That would have put him in the position he would have been in had IPA assisted - minimising any losses. He also hasn't said what efforts he took to minimise losses by other means, for example by hiring a replacement van.*

*Second, I'm not persuaded by the current evidence that Mr W's van would have been back in use earlier than it was had IPA fulfilled the requirements of the policy terms.*

*IPA should have sent out a breakdown assistance vehicle. Its engineer would have had one hour to try to repair Mr W's vehicle. I've very limited information on the cause of breakdown and required repairs. Based on what I do know, I consider it unlikely one hour would have allowed for a repair. In his claim call Mr W described problems with the van's breaks jamming. That doesn't sound like a problem that would likely be fixable at the side of the road in one hour. Mr W's been asked about the repair that he arranged, including its cost, but has unfortunately failed to provide any details.*

*I will consider any further information Mr W provides. But currently I consider IPA, unable to repair in one hour, would have arranged and paid for his van to be taken to a local garage for repair. That would have satisfied its responsibilities as set out by the policy terms.*

*I accept it's possible a garage may have repaired and returned the van to use in less than four days. However, I must consider that in practice garages, in my experience, usually are unable to begin repairs immediately. They usually have advance bookings and/or require delivery of replacement parts. With that in mind, and with the absence of detail of the required repair, I can't fairly say that, had IPA assisted Mr W, his vehicle would have been up and running soon than it was in practice. So, had IPA assisted, it seems most likely that he still would have been unable to use the van for work for a period.*

*Finally, Mr W hasn't provided persuasive evidence to demonstrate losses. He said he had to cancel estimate appointments and arranged work. He hasn't explained if he was able to make up for those jobs later. And I bear in mind that when a trader offers*

*an estimate, that is no guarantee that the customer will ultimately offer them the contract. He hasn't explained how many jobs he did lose, or how much loss resulted from each job or missed day of work.*

*I accept IPA did make a mistake and that caused Mr W some inconvenience. I accept its customer service could have been better. But I'm not currently persuaded it would be fair to find IPA responsible for Mr W's van being out of action or for any financial loss. I'm satisfied £250, as already offered, is enough to make up for the poor service Mr W received. So I don't intend to require it to do anything more.*

### **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.

Neither Mr W nor IPA responded to the provisional decision. So I haven't been provided with anything to change my position from that set out above.

### **My final decision**

For the reasons given above, Inter Partner Assistance SA must pay Mr W the £250 compensation offered (if it hasn't already), but nothing more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 August 2025.

Daniel Martin  
**Ombudsman**