

## **The complaint**

Mr S complains that Inter Partner Assistance SA (IPASA) caused further damage to his van when it was recovered following a claim made on his roadside assistance motor insurance policy. He wants it to contribute towards the costs of repairs.

## **What happened**

Mr S's van broke down on a motorway and he called IPASA for assistance. His van was recovered after a battery pack was used to put the automatic van into gear and it was then winched onto the recovery truck. At Mr S's garage, IPASA said the battery pack didn't have sufficient charge to put the van into neutral and so it was removed using skates. A tyre was punctured during this process and the recovery agent paid for its replacement.

The garage said the initial breakdown was due to a snapped cambelt. But after this was repaired, it was found that the gearbox was damaged. It took five months for the gearbox to be repaired and then Mr S complained to IPASA. The garage said this damage had been caused by the recovery process. But IPASA said it wasn't responsible for this damage as the correct recovery process had been used.

Our Investigator recommended that the complaint should be upheld. He thought it was unfair for IPASA to rely on waivers signed by Mr S to say that the recovery agent wasn't responsible for any damage caused by its recovery. And he thought IPASA was responsible for its actions.

He thought there wasn't sufficient evidence to corroborate either side's view of the responsibility for the damage. He thought the gearbox had been working correctly before the recovery. And so he thought it was more likely than not that it had been damaged during the recovery, as had the tyre. He thought IPASA should cover the repair costs for the gearbox, with interest. But he didn't recommend a compensation payment for trouble and upset.

Mr S replied that he accepted this. But IPASA replied that it didn't think there was enough evidence to hold its agent responsible for the gearbox failure. It said video evidence showed that a power pack had been used to put the van into neutral for the recovery. It questioned why the issue hadn't been raised during the five months the van was with the garage. As IPASA didn't agree, the complaint has come to me for a final decision.

## **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 agree with our Investigator that it's not fair and reasonable for IPASA to rely on the waivers that Mr S signed when he authorised the recovery to absolve the agent, and IPASA, of any responsibility for carrying this out without causing further damage. And I'm satisfied that IPASA is responsible for the actions of its agent.

Mr S said the break down was caused by a failed cam belt. But he said the recovery had caused damage to the gear box of his automatic van. IPASA said the recovery had been carried out correctly and this couldn't have damaged the gearbox.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for repairs.

The evidence that IPASA had to consider was the claim notification call, a statement from its recovery agent denying any responsibility, CCTV footage taken after the recovery, a report provided by Mr S's garage, and the view of IPASA's manager.

IPASA thought the van may have had problems with the cambelt and gear box before the recovery. But I've not seen any evidence to support this, just that the cam belt failed. So I think the gear box was functioning before the recovery.

In the notification call, Mr S said the van had lost power and a warning light had shown red. The recovery agent said it had recovered the van correctly. But the CCTV video was taken after the recovery and doesn't show the battery pack being used to put the van into neutral. IPASA said the battery pack was then low and so the van was removed from the truck using skates. IPASA's manager said the recovery had been done correctly and this couldn't have damaged the gear box.

But I've not seen evidence that the van was correctly put into neutral so that it could be recovered safely. And Mr S's garage said, "*...the vehicle had been forcibly dragged onto recovery truck in the drive gear position...*". It also noted that a tyre had been damaged in this process.

When there's a dispute about damage or repairs, we think it's good practice to obtain an independent engineer's view. But I can't see that this is now relevant as the van has been repaired. IPASA questioned why Mr S had waited five months to raise this matter. And I think it would have been better able to investigate the matter if it had been raised earlier.

But IPASA accepted that damage could have been caused. And it asked Mr S to send it any evidence. He then provided an invoice and statement from his garage made after his repairs had been completed. And I can't see that IPASA has provided any expert evidence to counter this report. Its manager's view doesn't explain why the damage couldn't have been caused as alleged. So I don't think IPASA justified its decision not to take responsibility for the damaged gear box. And, on the balance of probabilities, I think its agent was responsible for the damage.

To put things right for Mr S, I think IPASA should reimburse him for the costs of this repair. And, because Mr S has been without his money for some time, I think it should reasonably add interest to this amount. But the invoice from the garage isn't specific enough for me to see that it includes only the cost of the gearbox repair. So I think Mr S needs to obtain a more detailed invoice for IPASA to consider.

Where a repairs complaint is upheld, I would usually consider the trouble and upset caused. But, as I've said above, Mr S could have brought this matter to IPASA sooner. And my decision was made on the balance of probabilities. So I don't think it would be fair and reasonable to hold IPASA responsible for Mr S not being able to use the van or for his inconvenience whilst it was awaiting repairs.

### **Putting things right**

I require Inter Partner Assistance SA to reimburse Mr S for the costs he incurred in repairing his gear box, on provision of a detailed invoice specifying these costs. Interest should be added to this amount at the rate of 8% simple per annum from the date of the invoice to the date of settlement.

If IPASA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax

deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require Inter Partner Assistance SA to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 July 2025.

Phillip Berechree  
**Ombudsman**