

## **complaint**

Mr B and Mr H complain about the way that Inter Partner Assistance SA (IPASA) handled a claim made under their breakdown policy when Mr H broke down in France.

## **background**

When Mr H broke down in France on 31 May, IPASA said he didn't have European cover so it could only help him when he got back to the UK. It arranged for the car to be taken to a garage for storage. Mr H decided the car would have to be scrapped. He made his way home, with IPASA agreeing to cover his expenses in England such as car hire. In fact Mr B and Mr H did have European cover. The reason this didn't show up was because the car had only just been bought and the only live cover on IPASA's system was for a different car that didn't have it.

Once Mr H was home he claimed nearly £900 in expenses. IPASA paid just under £600. It also asked him for the V5, which the garage the car had been left in in France needed in order to be able to scrap it. Despite sending a number of reminders, it didn't receive the V5. Storage charges built up to about £3,000. Mr B and Mr H feel that IPASA should pay these but IPASA was only willing to pay £100 towards these costs. It did, however, offer to pay £200 for the trouble and upset caused when the claim for European cover was initially rejected.

The adjudicator thought this was a reasonable response to the complaint. He said that IPASA had asked Mr B and/or Mr H to send in the V5 on a number of occasions and that, although they said they'd sent the V5 document by recorded delivery, there wasn't any evidence of when that was. He said it must have been clear to Mr B and Mr H that IPASA still hadn't received the V5 because it was chasing for the documents between July and October 2015.

Mr B and Mr H asked for the case to be reviewed by an ombudsman. Mr B said there was no way they could afford to pay the storage charges except in small instalments.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When IPASA first asked Mr B and Mr H for the V5 on 1 June 2015 they said, because they'd only just bought the car, they were still waiting for the DVLA to send them the registration documents. IPASA followed this up with calls on the 10 and 18 June. On 18 June Mr B said the V5 had been sent by recorded delivery. It didn't arrive. IPASA sent follow up emails on 9, 15 and 24 July. It continued to try and speak to Mr B but didn't get through to him until 17 October.

Mr B and Mr H haven't explained why they didn't reply or get in touch when IPASA chased for the V5. But anyway I'm satisfied that IPASA took reasonable steps to draw their attention to the fact that storage charges for the car were mounting up and would continue to do so until the V5 was received. It was clear from 9 July that, if the documents had been sent prior to 18 June, they hadn't arrived by then, so I would've expected Mr B and/or Mr H to do something about it.

So I can't see any reason to ask IPASA to pay more than the £100 it's already offered. IPASA made it clear at the outset that Mr B and Mr H would have to pay the storage charges. IPASA may be willing to agree to payment of the charges by instalment but, since I don't think it's responsible for the debt, I can't direct it to do so. Mr B and Mr H will have to take it up with IPASA themselves.

I also consider that the offer of £200 for the trouble and upset by the initial handling of the claim is fair. Unfortunately a breakdown, especially one that takes place out of the UK, is always stressful and inconvenient. The award of £200 recognises that in this case it was worse than it would have been if the adviser had realised that Mr B and Mr H did have European cover. Luckily this error was picked up within a relatively short time.

### **my final decision**

For the reasons set out above I do not uphold the complaint other than confirming that Inter Partner Assistance SA should pay £100 towards the storage costs and £200 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mr H to accept or reject my decision before 28 July 2016.

Melanie McDonald  
**ombudsman**