

complaint

Mrs S has complained that Inter Partner Assistance SA (IPA) won't reimburse all the expenses she incurred when they couldn't confirm she had a roadside assistance policy.

background

Mrs S had bought a policy with IPA through her broker. Her car broke down in August 2014. She contacted IPA who said they couldn't find her policy and, as it was a Sunday, they couldn't contact the insurer to confirm it until the next day. However they said they'd assume cover and provide assistance, but Mrs S would have to give her bank details just in case she didn't have a policy. Mrs S says IPA quoted over £600 for the recovery home if she had to pay. Initially Mrs S agreed but because of the price she decided to get an alternative quote. Another company offered her annual membership plus assistance for £362.12. She accepted that and cancelled her assistance request to IPA.

Mrs S asked IPA to reimburse the £362.12 which she'd paid to the other company. They agreed to reimburse £127.50, which was the charge for roadside assistance on the day of the breakdown, but not the remaining £234.62 which was the other company's membership fee. An adjudicator thought IPA should reimburse the membership fee too and pay Mrs S £50 compensation for the distress and inconvenience they caused her. IPA didn't agree and asked for an ombudsman to decide Mrs S's complaint.

my findings

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

IPA say Mrs S didn't need to take out membership with another company because she had a policy with them and they'd have confirmed it the next day. Mrs S says that although she thought she had a policy with IPA, because IPA couldn't find her details she started to doubt whether she did actually have one. She was worried about possibly having to pay over £600 for breakdown assistance so got another quote and decided to take it as it was much lower.

Mrs S was over 100 miles from home when her car broke down, and she had children with her. So I can appreciate that she would have been stressed and no longer sure that she had valid cover with IPA. In fact her broker later confirmed to IPA that she'd had cover for two years. But as she hadn't taken the policy out recently I can appreciate that she couldn't remember if it had expired.

Mrs S says that IPA quoted her over £600 for recovery, and IPA hasn't disputed this. As the other company quoted a lot less, I think it was reasonable in the circumstances for Mrs S to take up that quote. IPA don't want to pay for the membership fee but I've seen no evidence that the other company would have provided the emergency assistance which Mrs S needed without her becoming a member. I think the total £362.12 cost arose because of an administrative problem at IPA and because of the relatively high price they quoted for assistance. Although Mrs S would only have paid the £600 if she turned out not to have a current policy with IPA, she decided not to take that risk and I think that was reasonable.

So I think IPA should pay Mrs S the £234.62 membership fee, plus interest. I recognise that Mrs S experienced some trouble and upset because IPA couldn't confirm her policy when

she broke down far from home, so I think it would be fair if IPA paid her £50 compensation for that.

my final decision

For the reasons given above it's my final decision that I uphold this complaint. I require Inter Partner Assistance SA to:

- refund Mrs S the £234.62 she paid for the membership fee, adding simple interest at 8% per year from the date of the breakdown to the date the £234.62 is paid;
- pay Mrs S £50 compensation for the trouble and upset they caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 13 November 2015.

Sandra Webber
Ombudsman