

## **The complaint**

Ms G complains about Inter Partner Assistance SA's ("Inter Partner") handling of her claim under the breakdown cover provided by her car insurance policy.

## **What happened**

Ms G's car was damaged after hitting an object on the motorway. Ms G called Inter Partner for assistance and explained her car had broken down and needed to be recovered. The call handler at Inter Partner explained to Ms G that her car would need to be recovered to a garage as it wouldn't be possible to carry out the necessary repairs at the roadside. The call handler explained Ms G could call them back once she'd decided which garage her car should be taken to. Ms G says the police then arrived and towed her car to a service station.

Inter Partner then arranged to recover Ms G's car the following day from the service station, but the recovery driver noticed further damage had been caused overnight while the car was unattended. Inter Partner explained they weren't able to recover the car until Ms G attended to sign a road condition report. Ms G attended and signed the report, and her car was recovered to a garage. Ms G complained to Inter Partner that, on the day of the incident, she'd been left for over an hour in a dangerous location with no assistance provided by them, and they wouldn't then recover her car until she was present. Inter Partner responded and accepted there had been delay in recovering Ms G's car and offered £150 compensation for the distress and inconvenience caused.

Our investigator looked into things for Ms G. She agreed Inter Partner had delayed in recovering Ms G's car and also given incorrect information. She recommended Inter Partner pay £250 compensation. Inter Partner agreed but Ms G disagreed so the matter has come to me for a 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.

Having done so, I've decided to uphold the complaint. And, I think the investigator's recommendation is a fair way to resolve matters. I understand Ms G will be disappointed by this but I'll explain why I have made this decision.

Firstly, I've looked at the service given to Ms G. My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute.

The key facts about the complaint aren't in dispute. Inter Partner accept they got things wrong by taking too long to recover Ms G's car. The only issue I have to decide is whether their offer is fair and reasonable in the circumstances.

I think it's right that Inter Partner should compensate Ms G for the worry and upset caused. To help decide what a fair and reasonable level of compensation should be, I've looked at the errors by Inter Partner and the impact it has had.

I've listened to a call between Ms G and Inter Partner as well as call notes, and it appears, during Ms G's first call, Inter Partner wouldn't initially provide a recovery service without a named garage to take Ms G's car to. Ms G calls Inter Partner again to say she hasn't managed to find a garage and it's clear she's very distressed and upset. By this point Ms G's car has already been moved to a service station. The call handler explains they can recover her car to a garage. Ms G refers to the previous call during which she was given conflicting information and feels it was left to her to find a garage. There has been an error here as the terms and conditions of Ms G's policy doesn't require her to nominate a garage. Instead, it says Inter Partner will choose whether to take Ms G and her car to her original destination or home, or they'll arrange for Ms G's car to be taken to a suitable repairer.

Ms G describes the circumstances she was left in following the incident. She was in the inside lane which was flowing with traffic and lorries were having to manoeuvre around her car. The call handler explains their usual arrival time for recovery is one and a half hours, but if a customer is in a dangerous location – such as a motorway – then they aim to arrive sooner and treat it as a priority. That didn't happen here, so I acknowledge why Ms G was left very upset. It's clear Ms G was very worried at the time her car broke down. She called Inter Partner who didn't provide the recovery assistance service she was entitled to under her policy and, given where her car was located, I understand why Ms G found this very upsetting.

I can see Ms G is also unhappy about having to attend at the service station the following day to enable the recovery driver to collect her car. I acknowledge this will have been inconvenient for Ms G, but this was down to the fact that additional damage had been identified to Ms G's car. So the recovery driver required Ms G to sign a report on the car's condition when being collected. I don't think this is unreasonable as it helps to avoid disputes which might later arise around who is responsible for the damage caused.

Taking this all into account, I don't think the £150 offered by Inter Partner is fair here. I say this because Ms G was left very worried and upset when Inter Partner didn't initially provide recovery assistance – particularly so given Ms G's location at the time. While there has been further damage caused while Ms G's car was parked overnight at the service station, I don't think it's unreasonable for Ms G to believe this further damage would likely not have happened had Inter Partner – in line with the terms and conditions - recovered her car to her home or a suitable repairer. So, taking into account the impact on Ms G, I think Inter Partner should pay Ms G £250 compensation.

### **Putting things right**

I've taken the view that Inter Partner have made an error in their handling of Ms G's claim for recovery and also provided conflicting information. So, in addition to the £150 already offered, they should increase their offer by £100 and pay Ms G a total amount of compensation of £250.

### **My final decision**

My final decision is that I uphold the complaint. Inter Partner Assistance SA must pay Ms G compensation of £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 28 July 2023.

Paviter Dhaddy

**Ombudsman**