

The complaint

Mr C complains that Devitt Insurance Services Limited mishandled his European breakdown insurance policy.

What happened

The subject matter of the claim and of the complaint is a motorcycle, first registered in 2007. Mr C acquired it in about March 2021 (according to the policy documents).

For the year from March 2022, Mr C used Devitt as an intermediary between him and his motorbike insurer.

In June 2022, Mr C asked Devitt to make some changes to his cover. He added breakdown insurance including European cover at a cost of about £50.00. The breakdown insurer was different from the motorbike insurer.

In mid-July 2022, Mr C took the motorbike to a part of Europe where he speaks the language and has friends. Unfortunately, the bike had an electrical issue. So he called Devitt. Devitt incorrectly said he didn't have European breakdown cover.

Mr C arranged with friends to take the bike to a garage for repair.

In late July 2022, Mr C complained to Devitt that it had made a mistake. A few days later, Devitt called to offer £100.00 compensation for the inconvenience caused. Unhappy with that, Mr C contacted us without delay.

Devitt didn't send a final response within eight weeks after the complaint in late July 2022, so we began to investigate the complaint.

Our investigator didn't recommend that the complaint should be upheld. He thought that Devitt had responded fairly to the complaint.

Mr C disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He did not get the service that he paid for.
- We should imagine that this situation had been an accident.
- He needed to come back into the UK, not knowing if the motorbike was insured if anything happened again.
- We should imagine what would've happened if he hadn't had friends in the area.

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.

The Financial Ombudsman Service looks at a consumer's complaint about the regulated activities of a regulated financial firm. Where we uphold a complaint about an unfair act or omission, we consider its impact on that consumer and we look to direct compensation or other redress to try to put that right.

We don't assess compensation at a level intended to deter or punish unfair acts or omissions. We don't assess compensation by reference to potential consequences, even if we can imagine that the act or omission could've had serious or dangerous consequences.

In my view, the breakdown was bound to cause Mr C some inconvenience and upset. What should've happened is that Devitt confirmed that Mr C had cover and advised him how to get help under that cover. I find it likely that the breakdown insurer would've arranged transport to a local garage.

I accept that Mr C didn't get the help he was entitled to expect when he needed it and for which he'd paid a premium.

Instead, Devitt incorrectly told Mr C he didn't have European breakdown cover. So he had to make some more calls, including to friends. I don't doubt that this caused Mr C some extra disappointment, frustration and upset at an already difficult time for him. I accept that Mr C was concerned about what would happen if the bike broke down again.

The motorbike cover was separate and there's no evidence that Devitt had made a mistake about that. So I don't consider that Mr C had any more than the usual concerns about being involved in a motorbike accident.

I've thought about how much compensation I would've found fair and reasonable if Devitt hadn't made any offer. I conclude that £100.00 would've been fair and reasonable. So- whilst I expect Devitt to honour its offer of £100.00 if it hasn't already done so - I don't find it fair and reasonable to direct Devitt to pay Mr C any more.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Devitt Insurance Services Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 April 2023.

Christopher Gilbert
Ombudsman