

The complaint

Mr M complains about the service he received from Helvetia Global Solutions Ltd (Helvetia) when trying to use his roadside assistance insurance policy.

Where I've referred to Helvetia, this also includes any actions or communication by agents acting on their behalf.

What happened

Mr M has a roadside assistance insurance policy provided by Helvetia. In July 2023 Mr M's van broke down whilst on the motorway so he contacted Helvetia for assistance.

Ultimately Helvetia said they wouldn't be able to carry out a repair on the motorway hard shoulder as it was too dangerous, and it was unlikely the suspected issue would be something they could repair. They said that if Mr M could move his vehicle to a safe place and provide the location, they could then arrange for a technician to inspect it and it would be recovered if needed.

Mr M was unhappy with the advice given and made several calls to Helvetia. During these calls, he made Helvetia aware that he had moved the vehicle from the motorway, and Helvetia said they'd arrange a local agent to attend. Despite waiting for over two hours, no one attended, so Mr M moved his vehicle to a garage.

Helvetia responded to Mr M's complaint. They confirmed they wouldn't attempt repairs on the hard shoulder of a motorway as it would be unsafe for the technician. They also said that the reported issue meant it was likely a pump problem, which wasn't something they'd be able to repair at the roadside.

As Mr M remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint. She said she thought it would have been better for an agent from Helvetia to have attended before making a judgement on the repairs required and that this wouldn't be covered. But she said she could understand why they wouldn't have wanted to carry out repairs on the motorway.

The investigator also said that a recovery agent didn't attend, and she would have expected them to despite the disagreement over the repair. Therefore, she recommended Helvetia pay £100 compensation. She later said she thought recovery was offered and was declined by Mr M.

Following communication with Mr M, the investigator revisited things. She agreed with Mr M that he had been told that a recovery agent would be attending, but they then didn't arrive. But she said she still thought £100 compensation was reasonable, as although Mr M drove his vehicle to the garage after waiting, the time spent waiting wasn't likely to have been much longer than if Helvetia attended and his vehicle was recovered.

As an agreement couldn't be reached the case was passed to me to decide.

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 recognise Mr M is of the view that he should receive a full refund of the premiums he paid for this policy with Helvetia. I appreciate it will come as a disappointment to Mr M, but I've reached the same overall outcome as the investigator on the level of compensation I'll be directing Helvetia to pay Mr M.

I appreciate Mr M's view that it was unfair for Helvetia to make an assumption on the cause of the breakdown of his van without seeing it. But Helvetia based that on the description he gave. That said, I do agree with our investigator, that it would have been better for someone to attend before making that diagnosis. In any event though, Helvetia said they could attend once Mr M had moved his vehicle to a safer location (although I recognise that they then didn't attend, which I've considered further below).

Helvetia also said that the technician would be unable to carry out repairs on the hard shoulder of the motorway, as it would be unsafe. I acknowledge that Mr M says the location his van broke down, whilst on the motorway, wasn't unsafe. But it's not for me to decide whether the area was unsafe or not, or to say that Helvetia should make their technicians work in areas if they deem there to be a risk to their safety.

However, Mr M ultimately moved his vehicle to a safe location as he was told to by Helvetia. He then followed Helvetia's instructions and contacted them when it was in a safe area, gave his location details, and Helvetia confirmed that a recovery agent would be in contact to attend. But despite waiting for more than two hours, no one attended. As a result, Mr M then had to move his own vehicle to a garage.

I can understand why Mr M is unhappy with the service he received when he needed assistance. Ultimately, he followed Helvetia's instructions, moved his vehicle to a safe location, informed Helvetia of this and was assured a recovery agent would attend, but they didn't arrive. So, I agree Mr M should be compensated for the service he received.

Mr M says he should be compensated three hours at his hourly rate of pay. However, whilst I recognise no one attended, ultimately the period Mr M waited may well have been how long it would have taken even if they had attended. So, Mr M would likely always have had a period where he needed to wait, and Helvetia wasn't responsible for the breakdown in the first place, so I won't be directing Helvetia to pay Mr M an hourly rate for his time.

Mr M also says that he should be given a full refund of the premiums he paid Helvetia for the policy, as the service he paid for wasn't provided. I recognise Helvetia's handling of matters fell short, and that's why I'm directing them to pay compensation. But Mr M had cover for further breakdowns, and whilst I acknowledge he didn't need to use the policy again (or before this event), he still effectively had cover should he have needed to use it. And I can't reasonably assume other claims would have been handled in the same way solely based on Helvetia's handling of this event. So, I won't be directing Helvetia to refund the full policy premiums paid.

I agree the service fell short when Mr M needed assistance and the recovery agent never arrived, which meant Mr M had to take his own vehicle to a garage. Having considered all the information provided, I think £100 compensation is fair and reasonable in all the circumstances of the case.

My final decision

It's my final decision that I uphold this complaint in part and direct Helvetia Global Solutions Ltd to:

- Pay Mr M £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 March 2024.

Callum Milne
Ombudsman