

complaint

Miss D complains that Inter Partner Assistance S.A. did not help her as it should have done under a roadside assistance policy.

background

Miss D lives in the United Kingdom. She and her partner took a motorcycle on a tour of other parts of Europe, where it broke down on a Saturday. She complained about how IPA responded to her calls for help.

our adjudicator's view

The adjudicator recommended that the complaint should be upheld in part. She concluded that IPA had made a fair and reasonable offer to pay the cost of recovering the bike and to consider any relevant expenses. It had also offered to pay £50 for telephone costs and a further £50 compensation, she said.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Miss D and to IPA on 7 November 2014. I summarise my findings:

The recovery cost Miss D 127.40 Euros and I considered it fair that IPA should reimburse her – with interest at our usual rate.

IPA did not actually provide Miss D with any of the alternative forms of help provided by the policy. Therefore I considered it fair and reasonable that IPA should pay her claim for the taxis from the garage to the hotel and back (35.60 Euros) – with interest.

IPA had offered £50 for the cost of telephone calls and a further £50 compensation for shortcomings in its service. I was not satisfied that this adequately reflected the additional anxiety and trouble which IPA caused Miss D at an already difficult time for her. I concluded that – in addition to the £50 for telephone costs - £100 was fair and reasonable for such distress and inconvenience.

Subject to any further representations by Miss D or IPA, my provisional decision was that I was minded to uphold this complaint in part. I intended to order Inter Partner Assistance S.A. to pay Miss D:

1. 127.40 Euros for recovery costs;
2. 35.60 Euros for taxi fares;
3. simple interest on those Euro amounts at an annual rate of 8% from 11 August 2013 to the date it pays her. If it considers it has to deduct tax from the interest element of my award, it shall send Miss D a tax deduction certificate when it pays her. She can then use that certificate to try to reclaim the tax, if she is entitled to do so;
4. £50 for telephone costs;
5. £100 for distress and inconvenience.

IPA has not responded to the provisional decision.

Miss D disagrees with it in part. She says, in summary, that IPA gave her no help at all.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Under our rules, I can only consider the position of the policyholder Miss D – and not her partner.

I have seen policy terms as follows:

“D2) Roadside assistance and towing

What is covered:

a) In the event that your vehicle is immobilised as a result of a breakdown, we will arrange for a vehicle rescue operator to come to the place of the breakdown for up to one hour in order to try and restore the vehicle’s mobility.

b) If your vehicle cannot be made roadworthy at the place of breakdown, we will arrange and pay for your vehicle together with the driver and up to six passengers to be taken to a suitable garage (usually within 20 miles), for it to be repaired. You must pay the cost of any repairs.

c) Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make your vehicle secure following the theft or attempted theft of the vehicle or its contents.

...

D4) Loss of use of your vehicle

What is covered:

If during your journey your vehicle is immobilised or made unroadworthy as a result of a breakdown and will take at least 8 hours to repair, or has been stolen and not recovered within 8 hours, we will arrange and pay for the most appropriate solution from one of the following options:

a) To transport you, your passengers and luggage to your intended destination, and then return you to your vehicle once it has been repaired, or for a driver to bring your vehicle to your holiday location once it has been repaired.

b) The cost of hiring an alternative car while your vehicle is being repaired up to £70 per day and £750 in total.

c) B&B expenses up to £40 per person (£500 in total for your whole party) while your vehicle is being repaired, provided your original accommodation has been pre-paid and you can’t get your money back.

Note, we cannot guarantee that hire cars will always be available and we are not responsible if they are not available. We will do our best to arrange a vehicle of equivalent size but not guarantee can be given that there will be tow bars, bike racks, roof boxes or other accessories included.

...

D6) If you can’t use your own vehicle to get home

What is covered

If following a breakdown your vehicle is still not repaired or roadworthy when it is time for you to return home, we will pay for a suitable transport to get you, your

passengers and your luggage home, and up to £150 towards alternative travel costs in the UK while you wait for your own vehicle. We will also pay for:

- a) Transporting your vehicle to your home or your chosen repairer in the UK*
- b) Or the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for you to go and fetch your vehicle once it has been repaired or found.*
- c) And any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation home.”*

Miss D's bike broke down on a busy road in the city where she had planned to stay for that Saturday and Sunday. Miss D did not get any response from IPA when she rang for urgent help. From what happened later, I find it unlikely that – if IPA had sent roadside assistance - it would have been able to fix the bike within an hour at the roadside. I find it likely that the recovery operator would have taken the bike to a nearby garage.

Miss D made her own arrangements to have her bike recovered to a garage franchised by its manufacturer. She says the recovery cost her 127.40 Euros and I accept what she says. I consider it fair that IPA should reimburse her – with interest at our usual rate.

She took a taxi to her hotel. The garage was closed until Monday. But – from her itinerary – I see that Miss D had planned to stay nearby until that day.

Miss D went to the garage by taxi. The garage had fitted a new battery but said the bike needed a new alternator. Unfortunately Miss D and the garage could not come to terms about delivery times and payment. And Miss D has said that the garage actually removed the new battery.

So Miss D and her partner found themselves in a bad situation – in the rain on an industrial estate and encumbered by luggage. I accept that – unless she could find a way of getting the bike repaired – Miss D could not continue with her holiday itinerary.

But I am not persuaded that IPA behaved inappropriately bearing in mind what the policy provided. Miss D had some discussions with another repair garage. But I do not consider that IPA was obliged to recover her bike from one garage to another one which offered her a better deal.

The policy provided alternative solutions while Miss D got the vehicle repaired. IPA had the choice of how best to help. From its records, I am satisfied that it offered to provide a hire car. I do not consider that the policy provided for a replacement bike or any guarantee that a touring holiday would not be interrupted.

But IPA did not actually provide Miss D with any of the alternative forms of help provided by the policy. Therefore I consider it fair and reasonable that IPA should pay Miss D's claim for the taxis from the garage to the hotel and back (35.60 Euros) – with interest.

Miss D and her partner were not able to continue their itinerary on that Monday. They stayed on in the accommodation near the bike. I accept Miss D's statements that this cost her about 170 Euros and she lost the sum of about £97 to the hotel she had booked about 200 miles away.

But I bear in mind that the policy allowed IPA to choose only one of the three options in policy term D4. So I am not persuaded that it would be fair and reasonable to order IPA to pay the £97 or the 170 Euros instead of (or as well as) the taxi fares. And for the same

reason, I do not consider that it would be fair and reasonable to order IPA to pay what she lost on other accommodation or the ferry booked for the following week.

Miss D had to leave her bike outside the garage. And unfortunately someone knocked it over and damaged it. But I have not found that IPA was obliged to recover her bike from one garage to another. So I do not consider IPA responsible for the damage. I find it likely that Miss D made an accident claim underwritten by another insurer.

From its file and from the telephone recordings, I am not satisfied that IPA communicated with Miss D as well as it ought to have done.

She and her partner got back home within a couple of days – their holiday at an end.

IPA has offered £50 for the cost of telephone calls and a further £50 compensation for shortcomings in its service. I am not satisfied that this adequately reflects the additional anxiety and trouble which IPA caused Miss D at an already difficult time for her. I conclude that – in addition to the £50 for telephone costs - £100 is fair and reasonable for such distress and inconvenience.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance SA to pay Miss D:

1. 127.40 Euros for recovery costs;
2. 35.60 Euros for taxi fares;
3. simple interest on those Euro amounts at an annual rate of 8% from 11 August 2013 to the date it pays her. If it considers it has to deduct tax from the interest element of my award, it shall send Miss D a tax deduction certificate when it pays her. She can then use that certificate to try to reclaim the tax, if she is entitled to do so;
4. £50 for telephone costs;
5. £100 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss D to accept or reject my decision before 10 March 2015.

Christopher Gilbert
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