

complaint

Mr W complains that he was unfairly denied roadside assistance under his insurance policy with Inter Partner Assistance SA (IPA).

Where I refer to IPA, this includes their claims handlers and agents.

background

One of the benefits of Mr W's motorcycle insurance policy is roadside assistance. That section of the cover is provided by IPA.

In November 2018 Mr W's motorcycle failed its MOT with two major faults. Mr W decided to ride it home, where he intended to make the required repairs. On his journey home, he ran out of fuel and called IPA for assistance.

IPA became aware that Mr W's motorcycle didn't have a valid MOT. He says they told him the policy states there is no cover available for a vehicle without a valid MOT. But as a gesture of goodwill they would to recover the motorcycle to the MOT testing station.

Mr W wanted to be recovered home, not back to the garage. And as IPA weren't prepared to do this, he declined their offer. Mr W walked the four miles home from where he'd run out of fuel. He then went in his car to get fuel for his motorcycle which he rode home, leaving his car where he'd broken down. He then had a friend give him a lift back to his car, so he could drive that home too.

Once at home, Mr W checked his policy documents and found that the exclusion only applies to a vehicle without an MOT where one is needed. He complained to IPA saying he didn't need an MOT for the journey he was on when he ran out of fuel. And he thought they'd unfairly refused him assistance.

IPA responded to the complaint and in summary said the *'if one is needed'* part of the policy applies to classic cars which are exempt from having an MOT. They said a motorcycle without an MOT should not be on the road and maintained they'd acted correctly.

Being unhappy with this, Mr W referred his complaint to our service. One of our investigators thought it should be upheld. He concluded that the reason for the breakdown wasn't linked to the failure of the MOT. And as a result the policy exclusion had been unfair applied. He thought Mr W had been put to quite a lot of inconvenience and recommended £200 compensation for the distress and inconvenience caused.

Mr W accepted this but IPA didn't agree, they said if they'd recovered Mr W home and he'd subsequently ridden again, they could be liable. IPA asked for an ombudsman to review the complaint.

I considered all the available evidence and arguments and reached the same outcome as our investigator. But as my reasoning was different, I contacted both parties and explained why. In summary, I explained that I don't think an MOT is required for bringing a vehicle away from a failed test. As such I agreed that there was no requirement for an MOT for the journey Mr W was on when he ran out of fuel. So I didn't think the exclusion had been fairly applied.

Mr W accepted what I'd said. IPA said they now agreed that an MOT wasn't required for the journey Mr W was on at the time, but they still wanted an ombudsman's decision. They pointed out that had Mr W called a taxi rather than walking home there would have been less inconvenience and the cost would have been less than the compensation that has been recommended.

Now both sides have had the opportunity to comment, I can go ahead with my final decision.

my findings

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not persuaded to deviate from what I've already outlined. Let me explain why.

Mr W's policy says there is no cover for "*an insured vehicle without a current MOT certificate (if one is needed)...*" I think this term is clear that the requirement for an MOT only applies where one is needed.

In making my decision I've also considered the recent changes to categorisation of the types of MOT failures. The introduction of a 'dangerous' defect means that a vehicle with this sort of fault should not be driven at all. I've seen a copy of the failure report relating to Mr W's motorcycle. This recorded two 'major defects' which both related to leaking shock absorbers. As there were no dangerous defects recorded, I think it was reasonable for Mr W to ride his motorcycle home to complete the necessary repairs.

Both Mr W and IPA now agree that an MOT was not required for the journey in question. Based on this I don't think IPA fairly declined Mr W the assistance that his policy provides. So what remains is to decide what is fair to put things right. I can see why Mr W was upset when he found out the policy he'd paid for, didn't help him when he needed it. And I think a four mile walk followed by return journeys to recover his vehicles would have caused a level of inconvenience.

IPA disagree that this is fair compensation. I've thought about their comment that Mr W could have called a taxi, and the costs of this would be less than the compensation our investigator recommended. But in these circumstances I don't think Mr W was unreasonable in making the decisions he did. He was working on the assumption that his policy didn't cover him and I don't think wanting to avoid incurring the cost of a taxi is unreasonable. Taking everything into consideration I'm satisfied that £200 is fair compensation for the distress and inconvenience he was caused.

my final decision

For the reasons outlined above, my final decision is that I uphold this complaint.

Inter Partner Assistance SA must pay Mr W £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 March 2019.

Richard Annandale
ombudsman