

## The complaint

Mr O complains that Inter Partner Assistance SA (IPA) damaged his van and caused a fire when trying to repair it when he claimed on his roadside assistance policy.

## What happened

Mr O held a roadside assistance policy with IPA. Mr O's van broke down, so he called IPA to attend at the roadside. IPA attended the scene and noticed a fuse had blown. Mr O said IPA used a copper wire to bridge the connection where the fuse was. As a result, smoke was seen coming from the van and a fire started in the engine bay, which IPA put out.

As Mr O's van had caught fire, he claimed on his commercial vehicle insurance policy. His insurer deemed the van a total loss and paid him the market value. Mr O wasn't happy and complained to IPA. He said they'd caused the fire and as a result he hadn't had a van to use and he wanted IPA to compensate him for causing the fire.

IPA looked into the complaint and didn't think they'd done anything wrong. IPA said they'd used a "fuseable line" and because of this didn't think they'd caused the fire and thought there was an underlying electrical fault which caused the fire. Mr O disagreed and brought the complaint here.

Our investigator looked into this complaint and found that IPA hadn't provided any documentation to support their position that they hadn't done anything wrong. He therefore recommended IPA reimburse Mr O for the cost of his claim.

I issued a provisional decision on this complaint on 13 May 2022 where I said:

*"The terms and conditions of Mr O's policy say if his van breaks down then IPA will attend the scene to try and get it working again. It goes onto say if it can't be made safe to drive where it's broken down then IPA will recover the van.*

*It's not in dispute that IPA attended the breakdown or attempted to get Mr O's van working. What is in dispute is whether IPA caused the fire when trying to get Mr O's van working again.*

*IPA have disputed this and said because a "fuseable line" would have been used then they don't think they did anything which would cause the fire. However apart from IPA's comments on this they've not provided anything to support this position. Mr O has provided the documents from his motor insurance claim. His insurer said upon inspecting the van it's been unable to determine if an electrical fault occurred, due to the fire. I've therefore had to consider what I think is most likely.*

*Mr O had been driving his van when it broke down, it wasn't until IPA were trying to get it working again that the fire occurred. Considering IPA were working on the van at the time, I'm satisfied it's more likely than not they either caused the fire or contributed to it. Therefore, the fair and reasonable outcome is for IPA to compensate Mr O for his loss caused by the fire.*

*Mr O has explained his motor insurer has paid him the market value of his van, recovery charges for a second recovery, the cost of a report from a manufacturing garage and compensation for delays in paying his claim. Therefore, the remaining loss Mr O has is his £400 excess and the unnecessary distress and inconvenience IPA has caused. The fair and reasonable outcome is for IPA to pay Mr O the excess he's paid (£400) plus 8% simple interest per year on this amount, calculated from the date he paid the excess until the date IPA makes payment. This is to compensate him for not having the money.*

*Mr O has also had the unnecessary distress and inconvenience of having to claim through his insurer and buy another van to replace this one. He will also have to declare this incident to future insurers. To compensate him for this I'm satisfied £500 is fair and reasonable compensation for the unnecessary distress and inconvenience caused."*

Mr O didn't provide any further comments in response to my provisional decision. IPA responded and said while they didn't think there was sufficient evidence to uphold the complaint, they agreed to my direction on how to put things right for Mr O.

### **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.

As Mr O didn't have any further comments, and IPA accepted the redress I proposed in my provisional decision. I see no reason to depart from it.

### **My final decision**

For the reasons explained above, and in my provisional decision, I uphold this complaint. I require Inter Partner Assistance SA to pay Mr O, the £400 excess he's paid, plus 8% simple interest on this amount, calculated from the date he paid the excess until the date payment is made. Plus £500 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 5 July 2022.

Alex Newman  
**Ombudsman**