

## **complaint**

Mr M complains that Inter Partner Assistance S.A. mishandled his claim on a home assistance insurance policy.

## **background**

Mr M has home assistance insurance in the name of a home assistance company which is an agent for the underwriter IPA. His detached house includes an attached garage. The garage contains the main electrical fuse board, as well as for example a fridge freezer. He suffered damage to an electrical cable serving the security lights in his garden. He paid his electrician to resolve the problem. He complained that the insurer said it wouldn't reimburse him because his claim wasn't covered by the policy.

The adjudicator recommended that the complaint should be upheld. She thought that the business hadn't acted fairly. She recommended that the insurer should reimburse Mr M for the work carried out to repair the garden lights.

Through its agent, IPA disagrees with the adjudicator's opinion. It says, in summary, that Mr M used his own electrician to do a repair before making a claim on the policy. IPA offers to pay about £70 plus VAT in lieu of the average cost it would have incurred for an electrical repair.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Where I refer to IPA, I include the home assistance company and other agents for whose actions I hold it responsible.

I accept that Mr M's security lights were at some distance from the main building and only connected to it by the cable from the board in the garage.

But the policy provided cover for:

*"Failed security lighting and garden lighting attached to the main house in the property"*

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And the policy didn't say how the lights should be attached to the main house. So I think it was enough that they were connected to it by the cable.

The policy excluded:

*"any wiring/electrics within and to sheds, greenhouses, detached garages, detached outbuildings and other garden structures"*

But I don't think the garden security lights and associated wiring were structures or fell within this exclusion.

So I think the policy covered those items.

The policy also excludes work by persons not authorised in advance by the assistance company. But Mr M was keen to restore electricity to the security lights and his fridges and freezers. And the company has made clear that – if Mr M had asked for its help before instructing his own electrician – it would have sent an engineer who would have turned down his claim. So it hasn't suffered any prejudice by Mr M's failure to involve it sooner.

Mr M has provided his electrician's invoice for about £555.

Overall I conclude that it's fair and reasonable to order IPA to meet his claim, with interest at our usual rate.

I don't doubt that – by not reimbursing him sooner – IPA caused Mr M some upset and put him to some trouble. But I don't think this was at a level which calls for a separate award of compensation.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint. I order Inter Partner Assistance S.A. to pay Mr M:

1. £555.17;
2. simple interest on that amount at a yearly rate of 8% from 8 April 2015 to the date it pays him. If it decides it has to deduct tax from the interest element of my order, it shall send Mr M a tax deduction certificate when it pays him. He can then use that certificate to try to reclaim the tax, if he is entitled to do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 November 2015.

Christopher Gilbert  
**ombudsman**