

## The complaint

Mr O complains that Inter Partner Assistance SA (IPA) failed to assess his claim and reimburse him for items stolen whilst he was abroad. He says he's lost out financially and suffered distress and inconvenience.

## What happened

In October 2019, Mr O took out Damage Refund Insurance with IPA. The purpose of the policy was to protect Mr O against costs and losses incurred whilst hiring a car abroad. Regrettably, during his trip Mr O's hire car was broken into and items stolen from the boot. Mr O reported the incident to the police and in November 2019 made a claim under his policy. The items stolen were four electronic devices, a watch, a bag and some clothing.

IPA asked Mr O to substantiate his claim and provide proof of ownership of the items. Mr O explained the electronic devices were gifts. He provided purchase receipts from the donors, but IPA said this was insufficient to assess his claim as it did not prove ownership. It asked Mr O to provide gift receipts and corresponding bank statements for the purchases. Mr O thought it was unreasonable to expect him to provide gift receipts retrospectively. And he said he no longer had receipts for the other items stolen. He felt he'd provided IPA with everything he humanly could and asked for his claim to be assessed.

In December 2020, Mr O complained to IPA. IPA didn't uphold his complaint, maintaining it was unable to assess his claim without further evidence. Mr O referred his complaint to our service. Initially, our investigator didn't uphold the complaint. After further comment from Mr O, our investigator asked IPA to pay the claim for the sundry items. In an email to our service in July 2022, IPA agreed to pay for the bag and clothing to the value of £140.10. But Mr O remained unhappy and asked for an ombudsman to review his complaint.

Having reviewed the complaint, I issued a provisional decision to both parties. In it I said:

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

*The burden of proof lies with the claimant to show they've suffered losses covered under the policy. So it's reasonable for IPA to request documentation from Mr O to substantiate his losses. Mr O made a prompt report to the police and provided as much evidence as possible to support his claim. The bulk of the claim was for higher value items – a watch and electronic devices – all classed as valuables and personal possessions under Mr O's policy. The policy also refers to the need for additional documentation in relation to personal possessions, although additional documentation isn't specified further.*

*Mr O explained to IPA that the electronic items were gifts. IPA said he would need to provide gift receipts and corresponding bank statements matching the purchases. Mr O was advised to contact the shops and ask them to provide gift receipts. Mr O said he couldn't provide gift receipts retrospectively. But he was able to provide purchase*

*receipts for the items. IPA said these did not prove ownership. So I have to think about whether it was fair for IPA not to progress Mr O's claim for this reason.*

*On balance, I don't think it was. It seems IPA would've been prepared to accept gift receipts and corresponding bank statements. But Mr O was clear that he didn't buy the items originally, some of which were bought some years previously and in different countries. So I don't think it would be reasonable to expect him to be able to provide such evidence in such circumstances. And in any event, even if gift receipts had been obtained at the time of purchase and, along with historic bank statements, were available, I don't see that these would prove ownership by Mr O any more than purchase receipts from his donors and his consistent testimony. So I don't think Mr O was treated fairly by IPA regarding the electronic devices.*

*The other valuable claimed for was a watch. In December 2020 Mr O told IPA he'd supplied them with all the information he could humanly get and asked them to assess his claim based on the information he'd supplied. I've not seen any further description of the watch, any identification of the particular brand or model, or any other evidence to demonstrate ownership. So on balance, I don't think IPA treated Mr O unfairly regarding this aspect of his claim.*

#### *Sundry items*

*These items – a bag and some clothing - could reasonably be assumed to be part of a traveller's standard baggage. So I'm pleased to see that IPA has now agreed to pay £140.10 for this part of Mr O's claim.*

#### *Putting things right*

*In terms of putting things right, I've thought about whether I should direct IPA to assess Mr O's claim in light of my findings, or simply to settle it. Overall, I think IPA had ample opportunity to assess the claim on the evidence provided. I think it should have done so and should've accepted the majority of the claim, aside from the watch. So my intention is to direct IPA to settle the claim in relation to the four electronic devices and sundry items, in line with the policy terms and limits.*

*IPA should also add 8% simple interest to the total settlement figure. I've thought about which dates should apply to that interest award. From what I can see Mr O had provided the purchase receipts to IPA by March 2020. For the remainder of the year there were further requests for information, relating to matters for which Mr O was not claiming (damage report and damage invoice) as well as further requests for gift receipts. It seems Mr O responded to IPA in December 2020, clarifying that he was only claiming for personal possessions and asking for his claim to be assessed on the information he'd supplied. So I think that at this stage IPA should've assessed his claim. Allowing for a little time to complete their assessment, I think a fair date from which interest should be paid is 1 February 2021. So IPA should add 8% simple interest per annum to the total settlement figure, from 1 February 2021 until the date of settlement.*

#### *Customer Service*

*It's clear that IPA made a number of requests, often repetitive in nature, for additional evidence. I can appreciate this would've been frustrating for Mr O, who simply wanted his claim dealt with and felt he'd provided all he reasonably could. Mr O asked for his claim to be assessed on the evidence provided, which IPA didn't do. I think the repeated requests, lack of clarity about the progression of his claim and*

*ultimate refusal to make an assessment did cause additional distress and inconvenience, over and above that which would normally be expected for any customer having to make an insurance claim. So I think IPA should also pay Mr O £150 compensation to reflect this.*

Mr O responded to my provisional decision saying that he was willing to accept reimbursement for the stolen items but that he did not think £150 compensation for distress and inconvenience was sufficient. He referred to the length of time the claim had been outstanding, the mental energy spent pursuing the matter, and IPA's refusal to assess his claim based on the information he'd provided. He felt that £150 would not act as a deterrent and encourage IPA to deal with customers fairly and promptly in the future.

IPA did not respond to my provisional decision directly, but did indicate acceptance of the provisional decision by copying me into an email to Mr O, asking him to confirm the account details where he wished to receive payment.

In light of these communications I now think it is appropriate to issue my final decision.

### **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.

Having done so I've decided to uphold this complaint.

Both parties have indicated they accept my provisional decision in respect of the settlement of the claim.

Mr O has made further representations regarding the amount of compensation for distress and inconvenience. I appreciate Mr O feels £150 doesn't adequately compensate him for his experience. And I understand he feels the sum would not act as a deterrent. However, it's not my role to award higher compensation as a deterrent, but rather to award compensation where I find a business's mistakes have had a negative impact on the consumer, as I think they have here. I've no wish to minimise Mr O's experience, which I accept has been far from satisfactory. But overall, I think £150 is the appropriate figure to reflect the distress and inconvenience caused.

### **Putting things right**

To put things right, IPA should:

- Settle the claim in relation to the four electronic devices and sundry items, in line with the policy terms and limits.
- Add 8% simple interest to the total settlement figure from 1 February 2021 until the date of settlement.
- Pay Mr O £150 in compensation.

**My final decision**

My final decision is that I uphold this complaint. I direct Inter Partner Assistance SA to settle Mr O's claim and pay compensation as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 February 2023.

Jo Chilvers  
**Ombudsman**