

The complaint

Mr W complains that Inter Partner Assistance SA (IPA) have not paid a claim made under the gadget cover section of his travel insurance policy.

Any reference to IPA also includes its agents.

What happened

In summary Mr W's mobile phone was stolen when he was mugged whilst on holiday. IPA declined the claim as it said the phone was purchased outside the UK.

Our investigator felt that the complaint should be upheld and Mr W should be awarded £100 for the worry caused. IPA agreed to reassess the claim, although didn't agree that compensation of £100 was warranted.

As no agreement was been reached the matter was been passed to me to determine. I issued a provisional decision on 6 March 2023. I explained that I was minded to uphold the complaint but for different reasons to our investigator. I explained my reasons, they were as follows:

- *An extension of Mr W's travel insurance policy was gadget cover. Gadget has a special policy meaning which included "purchased by you in the UK". The policy provided "Before purchasing this gadget extension policy please ensure that you are aware that we can only insure gadgets under the following conditions: a) You purchased your gadget as new, in the UK, with evidence of ownership available..."*
- *I find that the above wording is clear. However it appeared under the Gadget Cover section which started on page 56 of the policy. Additionally the IPID document makes no reference to UK purchased gadgets. So I can understand why Mr W was surprised when his claim was rejected on this basis.*
- *But in any event it is arguable on the evidence produced by Mr W that he did purchase his gadget as new, in the new UK. He purchased it online via a UK website. It transpires that it came from Hong Kong, but I don't find that this would mean it is excluded by the definition above or that it would be fair and reasonable to decline the claim on this basis.*
- *It is clear that Mr W experienced a traumatic event, having been mugged whilst abroad. The trauma though is not attributable to IPA. Nor do I find that the claims handling service it has provided has been inadequate or that compensation is warranted to Mr W. So I am not minded to make any award in this regard.*

My provisional decision was that I was minded to uphold the complaint and require IPA to reassess Mr W's claim without relying on the "purchased in the UK" clause. I didn't find any compensation was payable to Mr W.

I invited both parties to provide any more comments or evidence.

IPA had no further comments to make and said it was happy to agree to the outcome suggested.

Mr W only made the point that there was a lack of engagement in the complaints process by IPA. He felt that there was a delay between emails and being referred to other bodies was distressing and time consuming.

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.

I do understand that Mr W found the complaints process frustrating. This is not a matter I am able to comment on as complaint handling is not a regulated activity. I can see that Mr W found the claims process frustrating too, but overall I didn't find the service provided by IPA was inadequate. I have seen nothing to persuade me to change my finding on that point.

As neither party argued against my finding that the claim should be reassessed, there is no reason for me to change that.

Putting things right

For the reasons given in my provisional decision and adopted here I require Inter Partner Assistance SA to reassess Mr W's claim in line with the policy terms, but without reliance of the "purchased in the UK" clause.

My final decision

I uphold this complaint and require Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 5 April 2023.

Lindsey Woloski
Ombudsman