

The complaint

Mr and Mrs W complain about how Inter Partner Assistance SA (“IPA”) has declined to provide them with a refund, after cancelling their travel insurance policy.

Mr W brought the complaint to us, so for ease, I’ve referred mainly to him.

What happened

In October 2023 Mr W purchased a single trip travel insurance policy for himself and his family, which provided him with cancellation cover from then. The policy was to cover a trip in Europe in April 2024. Mr W says he didn’t receive any policy documents or terms and conditions to review, after he purchased the policy.

In February 2024 Mr W changed the destination of his holiday, and so he wanted to check the policy would still provide cover for himself and his family. He says he also wanted to clarify whether some medical conditions were covered by the policy.

So Mr W contacted IPA. By that time, he had read some poor reviews about the insurer so he decided to cancel the policy. During the call IPA told him there would be no refund of the premiums if he chose to cancel. Mr W wasn’t aware of the cancellation fees. Mr W says he doesn’t think it is fair that all terms and conditions must be fully digested online before purchasing the policy. He says had the documents been sent to him he would have noticed the fees involved.

Mr W says he doesn’t think he was provided enough opportunity to review the policy documents including the terms and conditions and therefore he wants a refund of £55. He says no claims have been made on the policy and he thinks a refund is fair. Because he wasn’t happy he complained to IPA.

IPA said Mr W purchased his travel insurance policy via a holiday company in October 2023. The policy was for a single trip in April 2024. The policy was for eight days’ cover within Europe. In February 2024, Mr W contacted the insurer to enquire whether he would still be covered under Europe as the holiday destination was changed. IPA said the agent told Mr W he would still be covered for the new destination as it was in Europe. The agent took Mr W through the medical screening process to check if he met the criteria to receive medical cover.

IPA said Mr W requested the policy be cancelled and was told he wouldn’t receive a refund since the cancellation was outside the 14-day cooling-off period. IPA said the policy documents were sent to Mr W’s email address once the policy was purchased; and the policy detail was available on the website.

Mr W wasn’t happy with the response from IPA so referred his complaint to this service for an independent review.

Our investigator considered this complaint and set out the details of the relevant cancellation rights – and how they applied in the circumstances of this case. She detailed the terms of

the policy which confirmed no refund was due if the policy was cancelled after 14 days. And she thought there were a number of opportunities for Mr W to check the policy documents before his trip. And so, the investigator said this meant it wasn't unreasonable for IPA to keep the premium paid.

Mr W didn't agree. He said he wasn't issued with a policy when he purchased the insurance in October 2023, and he only received the documentation in February 2024. Therefore the policy was issued at that time. Mr W also said there wasn't any notification on the website to call the provider if documents weren't received. Because Mr W doesn't agree the complaint has been referred to me to decide.

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, whilst I'm very sorry to disappoint Mr W, I don't think it was unfair for IPA to decline to refund any part of his premium. And, I'll explain why.

It's important I make it clear that this decision will only consider IPA's actions as the policy underwriter. It wasn't responsible for the sale of the policy – which was sold by a third party. It was the third party's responsibility to send Mr W the policy terms and condition and relevant documentation – it wasn't down to IPA to send this information on to him. IPA's role here was to consider whether Mr W was contractually entitled to any premium refund when he cancelled the policy.

Refund

Our investigator identified, and set out, the rules, regulations, and law. I agree those are the relevant consideration which apply to the specific circumstances of this case.

The policy terms and conditions say:

“Depending on when you cancel your policy, the following premium refunds will be made:

- ***Within 14 days of policy issue: full refund providing you have not travelled, made a claim, or intend to make a claim.***
- ***Outside 14 days of policy issue: no refund available.”***

Mr W's policy was cancelled outside the cooling-off period and there is no requirement under the relevant industry rules and guidelines for the insurer to offer any refund to Mr W, regardless of the reasons for cancelling the policy after the 14-day period had ended. And so, I can't say IPA acted unreasonably by not agreeing to a refund.

The terms say:

“For single trip policies – cover in case you need to cancel your trip starts from the day you purchase a Policy. the remaining cover starts when you start your trip and ends when you return to your home.”

Mr W was covered from the date he purchased his policy, for any cancellation claim he may have needed to make. And the premium he paid included this cover. And since IPA were on risk for any potential claim during this time, I'm satisfied that Mr W pay for IPA's acceptance of this risk.

Documents

The welcome email Mr W was sent in October 2022 (to which links to his policy schedule, along with new business information and the Insurance Product Information Document were included) was enclosed. The email says, *"in this email you'll find links to download your policy documents and the details of your insurance policy. Please read through all the documents and details to make sure they're correct and you've selected the right cover for you."*

The information was also provided prior to Mr W purchasing the policy and Mr W would have had to accept the terms and conditions before purchasing the policy. This email would indicate that Mr W had received policy documentation in October 2023.

So I'm satisfied Mr W had the opportunity to review the terms of business and confirmed he was happy to proceed and accept the business terms and condition by checking the box to continue to payment.

During the call with the agent in February 2024 Mr W refers to an insurance voucher with a booking reference on it. I have reviewed the relevant voucher and this confirms the policy issue date/time was Wednesday 11 October 2023 / 15.30. The voucher confirms, *"your policy summary and wording forms your contract of insurance. Please make sure that you read all the documents very carefully, as they contain all the information about what is and isn't covered."* So if Mr W hadn't received the policy terms and conditions he had an opportunity to speak to IPA in order to obtain a copy.

Overall, based on the evidence I've seen, I think it's more likely than not that he did receive an online copy of the policy documents, even if Mr W can't now recall it.

The policy was purchased in October 2023 and was due to cover a holiday in April 2024. However, the policy was cancelled in February 2024. I'm satisfied then that this was clearly outside of the cooling-off period and that under the terms of the policy, Mr W isn't entitled to any refund of the premium he paid.

I empathise with Mr W's position, because I understand he paid for a contract which he cancelled early. But, overall, I find that IPA declined to refund the premium in line with the terms of the contract. And so I don't think there are any reasonable grounds upon which I could uphold this complaint. So, I'm not telling IPA to take any action.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 30 October 2024.

Kiran Clair
Ombudsman