

The complaint

Mr P complains about the way Inter Partner Assistance SA (“IPA”) has handled a claim made under his travel insurance policy.

Any reference to IPA includes the actions of its agents.

What happened

Mr P took out a travel insurance policy in June 2022. In January 2023, whilst travelling abroad, his phone was stolen.

Mr P’s mother contacted IPA by email to notify it of a claim on Mr P’s behalf. The email was seemingly acknowledged by IPA. After this, Mr P said he’d tried calling IPA numerous times about the claim but wasn’t able to speak to anyone.

He subsequently brought a complaint to this Service having not received an outcome to his claim. He said he’d had to purchase a new phone because IPA hadn’t dealt with his claim. Mr P said he was entitled to a replacement device under the policy. He also thought compensation was warranted for how IPA had handled things.

An Investigator considered the complaint and upheld it. She said IPA needed to consider Mr P’s claim and should pay £250 compensation because it hadn’t handled the claim promptly.

Mr P accepted the Investigator’s findings. IPA responded to say it didn’t have a record of a claim having been made. Because the parties didn’t agree, the complaint has been passed to me for an Ombudsman’s decision.

Whilst the complaint has been with me, IPA has said Mr P didn’t have gadget cover with his policy.

I issued a provisional decision, which said:

“What I’ve provisionally 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 don’t intend on upholding it – I’ll explain why.

- *Mr P says his claim is covered under the “gadget cover” section of his travel insurance policy. In respect of gadget cover the policy says:
“The gadget cover option meets the demands and needs of those who wish to insure their gadget(s) during their trip/s against theft, accidental damage, breakdown and accidental loss.”*
- *However, the policy also says gadget cover is “only operative if indicated in the schedule”. So, I’ve looked at Mr P’s policy schedule. Notably there is no mention of*

gadget cover being added to his policy as an optional extra. So, on its face, it appears Mr P didn't have gadget cover - meaning his phone being stolen isn't an insured peril under the policy.

- Whilst I appreciate Mr P thinks IPA hasn't dealt with his claim fairly - because it hasn't provided him a replacement phone - ultimately, he didn't have the cover he thought he did. And so, I don't think it has treated him unfairly.*

- It's possible IPA could have told Mr P at an earlier date that he didn't have gadget cover under this policy, but I haven't been provided with evidence that persuades me Mr P raised a claim through the appropriate channels. So, as things stand, I'm not persuaded the customer service has been so poor, or had such a great impact, that compensation is appropriate here.*

My provisional decision

My provisional decision is I don't intend to uphold this complaint."

Neither Mr P or IPA responded to my provisional 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.

Because the parties didn't provide any further information for me to consider, my final decision is the same as that set out in my provisional decision.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 December 2024.

Nicola Beakhust
Ombudsman