

## The complaint

Ms G is unhappy with the decision made by Inter Partner Assistance SA (IPA) following a claim for damage to her tablet under her travel insurance policy.

IPA is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. IPA has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to IPA includes the actions of any third party instructed by IPA during the course of Ms G's claim.

## What happened

Ms G purchased travel insurance with IPA which included gadget cover. The terms and conditions explained:

*Accidental Damage / Malicious Damage*

*We will arrange a repair if your gadget(s) are damaged as the result of an accident or malicious damage whilst on your trip. If your gadget(s) cannot be economically repaired, they will be replaced.*

*If any repairs authorised by us under this policy invalidate your manufacturer's warranty, we will repair or replace your gadget(s) for the remaining period of your manufacturer's warranty in line with your manufacturer's warranty terms and conditions.*

In August 2024 Ms G damaged her tablet screen whilst on holiday. She contacted IPA to make a claim. Whilst her claim was being considered by IPA, Ms G discussed her damaged screen with a representative working in the same shop as the brand of her tablet, hereafter referred to as A. Ms G was told that A doesn't repair screen damage, and would offer a replacement.

Ms G contacted IPA and said repairing her tablet screen would result in the warranty provided by A becoming invalidated. Ms G wasn't happy with repairs being carried out on her tablet, and said it should be replaced to ensure the warranty provided by A remained valid.

IPA considered Ms G's comments but said its actions were in line with the terms and conditions of Ms G's policy. IPA said Ms G could still send her tablet for inspection so that her claim could be further considered. Ms G wasn't happy with this response, and referred her complaint to the Financial Ombudsman Service. Our investigator found that IPA had acted fairly and reasonably, and didn't recommend it take any steps to put things right.

Ms G disagreed with the investigator's view, saying '... [A] offer a 2 year guarantee plus various 'consumer law' protections, which extend way beyond this period... If the [tablet] goes wrong after this, then [A] will not repair it, because the replacement screen has breached its warranty conditions. Ergo, if the [tablet] goes wrong after the warranty period

*has ended, then my choice is to chuck it away, or go to some dodgy phone shop to try and get a repair...*' As the complaint couldn't be resolved, it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Ms G feels strongly that IPA hasn't acted reasonably in its offer to repair her tablet, and says it should be replaced instead. Ms G has referred to the warranty provided by A as the main reason for explaining why IPA hasn't acted fairly. I've carefully considered Ms G's comments. But I don't think IPA needs to do more to put things right. I'll explain why.

IPA has agreed to inspect Ms G's tablet for the claim to be considered. As it stands, Ms G hasn't taken her claim forward as she's concerned that doing so may invalidate any future repairs by A. Although I recognise Ms G's concerns, I'm mindful Ms G has referenced circumstances which *might* happen in the future, but have no immediate bearing on what we'd expect IPA to do when considering Ms G's claim under the terms of her policy.

The policy recognises that there is a likelihood of repairs being undertaken which could invalidate the warranty provided by A. The policy provides for this by saying that it would instead offer the same cover on the same terms as that provided under the warranty by A, if needed. Ms G is concerned about what would happen in the event of the expiry of the warranty, and specifically A's refusal to offer any cover or repairs. But I don't think that's a complaint that IPA needs to answer at this time.

As it stands I'm satisfied IPA's offer to consider Ms G's claim, including repairing her tablet if this is possible, is fair and in line with the policy terms. I appreciate Ms G's disappointment with this outcome. But I haven't seen any evidence to persuade me that IPA's actions have been wrong, or outside of the policy terms. So I won't be asking IPA to take any further action in response to this complaint. It is for Ms G to decide if she still wants to proceed with her claim through IPA.

### **My final decision**

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 10 July 2025.

For the reasons provided I don't uphold this complaint.

Neeta Karelia  
**Ombudsman**