DRN-5745023

The complaint

Mr K, Mr K and Mrs Y have complained that Inter Partner Assistance SA (IPA) hasn't provided a refund of premiums for a travel insurance policy in response to their complaint about issues with contacting it whilst on a trip abroad.

The complaint is being led by the first Mr K, therefore, for ease, I will just be referring to him in this decision.

What happened

Mr K was on a trip abroad when he wished to seek medical advice and tried to contact IPA's assistance team by phone. However, he experienced problems with getting connected.

Mr K has raised complaints with both the insurer and the broker who sold him the policy, in relation to poor service. Both parties upheld his complaints and awarded compensation, which he accepted.

The outstanding issue is therefore whether Mr K should receive a refund of the premium as a result of the problems he encountered.

Our investigator didn't think a refund was appropriate in the circumstances. Mr K disagrees and so the complaint has been passed to me for a 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.

There's been some confusion about who should address the complaint about a refund of premiums, with Mr K being signposted to both the insurer and the broker at times. As the request for a refund stems from problems experienced in contacting the emergency assistance team whilst abroad, I'm satisfied that it is a matter for IPA, as the underwriter, to deal with.

Mr K says he wasn't able to use the policy when he needed to, hence his request for a refund of premiums. IPA says there were no reported issues with its phone lines at that time, so it was not part of a wider issue. Nevertheless, I appreciate Mr K's point of view, and it must have been very stressful to be on holiday and not be able to get through to the assistance team when he needed to.

Having said that, the policy was active at the time of Mr K's trip. That means that, despite any initial problems he may have had getting in touch with IPA, he still had the benefit of cover at that time and would have been able to make a claim if the circumstances aligned with one of the insured perils under the policy terms. As such, it wouldn't be appropriate for him to receive a refund of the premium. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K, Mr K and Mrs Y to accept or reject my decision before 30 September 2025.

Carole Clark
Ombudsman