

The complaint

Ms K complained that Inter Partner Assistance SA (IPA) set up a continuous payment authority (CPA) without consent after she took out a travel insurance policy.

What happened

Ms K took out a travel insurance policy through a broker with IPA in December 2024. When the policy was taken out, a CPA was set up and linked to Ms K's bank account. Ms K complained but IPA didn't respond to the complaint. Unhappy, Ms K brought the complaint to this service.

As IPA didn't provide a response to our file request, our investigator upheld the complaint. She thought IPA should pay Ms K £100 compensation and help to get the CPA removed. IPA appealed. They said they didn't sell the policy and so weren't involved in the CPA being set up. They also said Ms K had already been compensated for the same issue by her broker. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both IPA and Ms K a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I've provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I don't intend to uphold Ms K's complaint. I appreciate this will be disappointing, but I've explained my reasons why below.

At the outset I acknowledge that I've summarised her complaint in far less detail than Ms K has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

Ms K was sold her policy by a broker. The broker are responsible for taking payment. They also set up the CPA to take payment for any future renewal payments that were needed. So, as the underwriter of the policy, IPA weren't involved in selling the policy, or setting up the CPA.

Based on the above, I don't see any reason why IPA should either pay compensation to

Ms K, or help to remove the CPA.

This service has already looked into a complaint about the broker for the same issue. We awarded £100 compensation for the trouble and upset caused. Even if I did think IPA were partly responsible for setting up the CPA, which I don't, Ms K has already received compensation for the issue. So, it wouldn't be fair for her to be awarded further compensation for the same issue when I can't see what additional trouble and upset IPA has caused. Should the issue not be resolved, Ms K will need to raise a further complaint against her broker."

Therefore, I wasn't minded to direct IPA to do anything further as I didn't think they'd done anything wrong.

Responses to my provisional decision

Ms K confirmed She didn't agree with my provisional decision. She said the recurring payment is still on her account and that IPA were aware of the issue but didn't address it.

IPA didn't respond to the provisional decision by the deadline.

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've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to Ms K, my conclusions remain the same. I'll explain why.

I'm sorry to hear the payment is still on Ms K's account, but as I set out in my provisional decision, this isn't anything to do with IPA. Her broker set up the CPA and are responsible for taking payment. Should the underwriter of her policy change at renewal next year, the CPA would still be valid with the payment still being taken by the broker should Ms K renew her policy. I understand how strongly Ms K feels about the issue, but IPA simply aren't responsible for the CPA and so I can't tell them to do anything to remove it, this lies solely with the broker. Should the broker not take action, she'll need to raise a new complaint with her broker.

I can see that Ms K complained to both the broker and the underwriter at the same time about the issue. They would have liaised with each other with the broker responding as it's their actions that have led to the complaint. Complaint handling isn't a regulated activity and so I can't look into the merits of IPA not responding to a complaint from Ms K in this decision.

I'm very sorry that my decision doesn't bring Ms K more welcome news but in all the circumstances I don't find that IPA has treated Ms K unfairly or unreasonably.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Inter Partner Assistance SA to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 4 December 2025.

Anthony Mullins

Ombudsman