

The complaint

Mr and Mrs M complained that Inter Partner Assistance SA (IPA) hasn't refunded the premiums they paid for a single trip travel insurance policy.

For ease, any reference to IPA also includes its agents.

What happened

On 9 February 2023, Mr and Mrs M purchased a holiday and at the same time chose to take out a travel insurance policy with IPA. The policy was to cover a European trip for 10 days departing in mid-March 2023.

Mr and Mrs M contacted IPA on 27 February 2023 to inform them that they hadn't received their insurance documents yet. IPA resent the insurance documents on 1 March 2023. This led to Mr and Mrs M finding their initial insurance documents in the spam folder of their email inbox. Mr and Mrs M asked IPA to cancel their policy later on the 1 March 2023 sighting an incorrect date of birth, no medical declarations and already having annual travel insurance through their property insurance.

IPA declined to refund any premiums as they stated the 14-day cancellation period had passed. As a result, under the policy terms and conditions, no refund was required.

Mr and Mrs M were unhappy with this response as they had asked to cancel the policy within 14 days of becoming aware they had the policy terms and conditions. Mr and Mrs M were also unhappy with the time it took IPA to acknowledge and respond to their complaint.

Our investigator looked into the complaint but didn't think IPA had done anything wrong. They thought that IPA had acted in line with the policy terms and conditions. Mr and Mrs M didn't agree as although they weren't disputing the policy had a 14-day cooling off period, they think it should have started when they realised they had the policy documents. They also said they didn't realise they had bought a policy through IPA.

As no agreement could be reached, the complaint has been passed 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.

Under the relevant regulator's rules, a consumer has a right to cancel an insurance policy, without penalty, and without giving any reason within 14 days. The rules set out that the start of the cancellation period begins either from the day of the conclusion of the contract or the day on which the consumer receives their contractual terms and conditions if later. However, a firm may voluntarily provide longer or additional cancellation rights.

Looking at the terms and conditions relevant to the policy Mr and Mrs M took out, the

cancellation period was as follows:

“You are free to cancel this policy at any time. If you wish to cancel within 14 days of the policy start date, or the receipt of the policy documents whichever is later, you may do so by contacting [holiday provider] on [phone number] for a full refund providing you have not travelled and no claim has been made.

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.”

Looking at the policy terms above, I’m satisfied that they meet the minimum standard of the regulator’s rules.

Whilst I accept that Mr and Mrs M may not have realised they had the policy documents until 1 March 2023, I’ve seen evidence to show that they received them on 9 February 2023. As set out in both the terms and conditions and the regulators rules above, the 14-day cooling off period begins from when the documents are received, not from when the consumer realises they’ve received them. This means that the 14-day cancellation period ended on 23 February 2023. This was before Mr and Mrs M first contacted IPA about the policy. As such, I don’t think IPA has done anything wrong in not offering Mr and Mrs M a refund of their premiums.

Mr and Mrs M have said that they didn’t realise they’d bought a policy. However, this contradicts the first email they sent to IPA on 27 February 2023. In this email, they raised the following:

“I have not received any notification regarding my travel insurance and am unsure whether this has went through. I am now questioning whether or not I added this to my holiday booking”

The above indicates that they intended and wanted to take out the policy. This doesn’t change my above outcome.

I can see Mr and Mrs M raise issues about IPA’s complaints handling. Complaint handling isn’t a regulated or other covered activity. So as a general rule, and in line with the law, if the complaint is solely about complaint handling, we wouldn’t be able to look into things. Where complaint handling forms a part of a customer’s complaint, then we can take into account complaint handling when looking at the overall customer experience. In this case, I can’t say the issues which Mr and Mrs M raise about the complaints handling are an extension of the issues which relate to regulated activities, so I can’t look into the complaint handling part of the complaint.

My final decision

For the reasons I’ve 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 M and Mr M to accept or reject my decision before 30 November 2023.

Anthony Mullins

Ombudsman