

The complaint

Miss P is complaining that Inter Partner Assistance SA (IPA) automatically renewed her travel insurance policy.

What happened

In January 2022, Miss P took out an annual travel insurance policy which was provided by IPA and was taken out through a broker. In February 2023 she complaining to IPA that it had renewed the insurance policy without her knowledge and money had been taken from her mother's credit card. She didn't receive a response to her complaint from IPA, so she referred her complaint to this Service.

Our investigator upheld this complaint as he said IPA hadn't shown it had given Miss P notice that it would renew the insurance policy. So he thought IPA should refund the amount she paid for the renewed policy.

IPA didn't respond to the investigator's opinion, so the complaint's 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.

I've decided to uphold this complaint and I'll now explain why.

The terms of the travel insurance policy set out that IPA will automatically renew the insurance policy when it comes to an end unless Miss P asks it not to do so. As Miss P didn't contact IPA, or the broker, before the renewal date, the policy automatically renewed. But the terms of the policy also required IPA, or the broker on IPA's behalf, to give Miss P advanced notice it would do so. I also consider this to be good industry standard practice. This Service has asked IPA a number of times to evidence it wrote to Miss P giving her such notice and through what written medium. But IPA hasn't done so.

So, I haven't seen anything to show that Miss P was given notice that the policy would renew. And I'm persuaded by what Miss P has told us that she'd didn't have a use for the insurance policy. So I think she would have contacted IPA or the broker to ask that the policy didn't renew had she been given sufficient notice. It follows, therefore, that I think Miss P has lost out and I think IPA should refund the amount Miss P has paid for the renewed policy.

My final decision

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require Inter Partner Assistance SA to refund the amount Miss P has paid for the renewed policy. It should add 8% simple interest per year on this from when it was charged until it's refunded. If Inter Partner Assistance SA thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss P how much it's taken off. It should

also give her a tax deduction certificate if she asks for one, so she can reclaim the tax if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 13 November 2023.

Guy Mitchell
Ombudsman