

The complaint

Mr M complains that Inter Partner Assistance SA (“IPA”) mishandled his claim on his gadget insurance.

What happened

For the year from early June 2023, Mr M took out a backpacker travel insurance policy. The policy was branded with the name of an insurance intermediary. The policy included the optional cover of gadget insurance, up to a limit of £3,000.00.

IPA was the insurer that was responsible for dealing with any claim. Much of the complaint is about acts, omissions or communications of claims-handlers. Insofar as I hold it responsible for them, I may refer to them as acts, omissions or communications of IPA.

On about 11 September 2023, Mr M reported that he had left his laptop on a train. IPA said the policy didn’t cover such a claim. Mr M then said he had left the laptop in a coffee shop. IPA again declined the claim. On about 13 September 2023, Mr M reported that he had recovered the laptop.

In early October 2023, Mr M reported that he had lost the laptop again. On about 9 October 2023, IPA said it couldn’t validate his claim.

By about 28 October 2023, Mr M had made a complaint to IPA about that (“the first complaint”). By a final response dated 1 November 2023, IPA turned down the first complaint. Mr M brought the first complaint to us without delay.

Our first investigator recommended on 5 March 2024 that the first complaint should be upheld. She thought that it was unfair for IPA to continue to decline the claim on account of a lack of evidence of ownership. She recommended that IPA should reassess the claim, subject to the remaining terms and conditions.

By an email dated 19 March 2024, IPA told Mr M the following:

“Thank you for recently paying your excess on your gadget cover insurance claim. We are no longer able to source the original custom specification [make and model] that you had. Please find a laptop you would like up to the value of £3000 and provide us with a link to the laptop and we will see if we can source this for you. If you do choose a laptop over your cover limit £3000, you will be required to pay the difference towards this laptop before we can order it for you.”

Mr M told IPA that he’d already ordered and received a replacement. Mr M and IPA each accepted the first investigator’s opinion.

On about 28 March 2024, Mr M sent IPA a document that appeared to be an invoice dated 18 January 2024 for a replacement laptop. IPA questioned that document. Mr M provided an invoice dated 18 April 2024.

On about 6 May 2024, IPA declined the claim. On about 8 May 2024, Mr M made a complaint to IPA about that (“the second complaint” or “this complaint”).

By a final response dated 23 May 2024, IPA turned down the second complaint. Mr M brought the second complaint to us without delay.

our second investigator’s opinion

Our second investigator recommended that the second complaint should be upheld. He didn’t think that it was reasonable for IPA to decline Mr M’s claim. He recommended that IPA should:

1. settle the claim for £3,000.00 plus 8% simple interest from the date he provided the second invoice to the date payment is made; and
2. pay Mr M £150.00 in compensation.

IPA disagreed with the second investigator’s opinion. It asked for an ombudsman to review the complaint.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr M and to IPA on 5 February 2025. I summarise my findings:

In April and May 2024, IPA discovered concerns about the authenticity of the second version of the invoice dated February 2023 and about the document dated 18 January 2024.

I was minded that those concerns were well-founded. I wasn’t minded that IPA treated Mr M unfairly by declining his claim in May 2024.

Subject to any further information either from Mr M or from IPA, my provisional decision was not to uphold this complaint. I didn’t intend to direct Inter Partner Assistance SA to do any more in response to this complaint.

IPA hasn’t responded to the provisional decision.

Mr M disagreed with the provisional decision. He says, in summary, that:

- The two claims should be treated separately.
- He has dyslexia. That causes short-term memory problems. It caused his initial uncertainty of the location of the loss.
- Previous findings by investigators consistently agreed that his complaint should be upheld.
- As soon as he became aware of the discrepancy with the address details in the invoice dated 3 February 2023, he contacted the manufacturer and requested the necessary amendment.
- His bank statements provide clear evidence of his purchase and ownership.

- When he initially provided the second version of the invoice in October 2023, he did so in good faith, believing it to be a valid and accurate document reflecting his purchase.
- The fact that he provided the updated invoice in April 2024 does not indicate that he had not made earlier attempts to address the discrepancy or locate the evidence required.
- He purchases laptops frequently.
- An email dated 4 February 2023, confirms that he had contacted the manufacturer who updated the invoice details at the time of receipt of the goods.
- He asks for a different ombudsman to review the complaint.

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.

IPA's policy terms included the following:

*"General Conditions and Exclusions
(Specific to this gadget extension).*

1. We cannot cover you if:

(a) You cannot provide evidence of ownership for any gadget."

I've seen different versions of an invoice from the computer manufacturer. Each version contains the same date (3 February 2023), price and reference numbers.

The first version bears the name and address of someone other than Mr M. On about 5 October 2023, Mr M sent IPA the second version of the invoice, bearing his name and address.

By March 2024, Mr M was seeking to claim reimbursement for a replacement laptop. He sent IPA another document that appeared to be an invoice from the same computer manufacturer, for the same price. That document was dated 18 January 2024. It included an order number and a serial number for the laptop.

IPA contacted the computer manufacturer, who did not recognise the order number and who said that the serial number related to a laptop with a date of purchase around late January 2023. Mr M gave an explanation that the laptop was refurbished.

Mr M sent IPA an invoice from the same computer manufacturer dated 18 April 2024. IPA has not questioned that invoice.

Mr M has given an explanation for the first version of the invoice dated 3 February 2023. He said that he was unavailable, so he gave the other person's name and address for delivery.

Mr M has sent us emails from the computer manufacturer dated 30 April 2024. One of them includes the following:

“...we can confirm that order ...and corresponding invoice ... were previously updated to reflect your information accurately”

Another email says that it attaches the invoice. On about 5 May 2024, Mr M sent IPA another document very similar to the second version of the invoice dated 3 February 2023.

However, I don't accept that Mr M contacted the computer manufacturer before April 2024 to get the invoice changed. So I don't consider that he has provided an explanation of how or why on about 5 October 2023, Mr M sent IPA the second version of the invoice dated February 2023, bearing his name and address.

In March 2024, IPA was preparing to settle the claim. However, in April and May 2024, IPA discovered concerns about the authenticity of the second version of the invoice dated February 2023 and about the document dated 18 January 2024.

I consider that those concerns were well-founded.

Mr M's response to the provisional decision

Mr M has asked for another ombudsman. However, that's not our usual process and I decline that request. I have reviewed the further information Mr M has provided.

Mr M has said that the two claims should be treated separately. He has also said that his dyslexia caused initial uncertainty of the location of the loss. However, I've mentioned the circumstances of the first claim only for background. I'm dealing with the second complaint, about the most recent claim.

Mr M said that his bank statements provide clear evidence of his purchase and ownership. Later he provided a credit card statement showing a payment dated 3 February 2023 for an amount corresponding to the price in the invoices. However, the statement is not a complete document. Mr M says it is "redacted". It is not clear what part of the document has been redacted. So I don't place much weight on the credit card statement.

Mr M says that as soon as he became aware of the discrepancy with the address details in the invoice dated 3 February 2023, he contacted the manufacturer and requested the necessary amendment. He also says that an email dated 4 February 2023, confirms that he had contacted the manufacturer who updated the invoice details at the time of receipt of the goods.

However, I don't accept that Mr M contacted the manufacturer who updated the invoice details in February 2023. I've found that on about 5 October 2023, Mr M sent IPA the second version of the invoice dated February 2023, bearing his name and address. I don't accept that Mr M had contacted the manufacturer before about 5 October 2023 about correcting the invoice. Rather I find that he changed the invoice.

IPA contacted the manufacturer in about April 2024 and found discrepancies in the document dated 18 January 2024. I don't accept Mr M's explanation for those discrepancies.

The manufacturer also said that the invoice dated February 2023 had been addressed to a person other than Mr M. I don't consider that the manufacturer would've said that in about April 2024 if Mr M had already been in touch to get those details changed. I consider that he only contacted the manufacturer after IPA found out about the discrepancies in the document dated 18 January 2024 and the invoice dated February 2023.

Conclusion

I don't find that IPA treated Mr M unfairly by declining his claim in May 2024. I don't find it fair and reasonable to direct IPA to pay Mr M £3,000.00 plus interest, or to do any more in response to his claim and this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Inter Partner Assistance SA to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 March 2025.

Christopher Gilbert

Ombudsman