

complaint

Mr R and Mr M complain that Inter Partner Assistance S.A. mishandled a claim on a travel insurance policy.

background

Mr M had travel insurance branded with the name of another company and underwritten by IPA. It covered Mr M and his partner Mr R. They went on holiday outside the European Union (and the scope of its reciprocal health arrangements). Mr R was on a small motorcycle with a 110cc engine when unfortunately someone hit and injured him. With Mr M, Mr R complained that the insurer wouldn't pay his medical expenses.

The investigator recommended that the complaint should be upheld in part. He didn't think that IPA declined the claim incorrectly. He said that Mr R wouldn't be legally allowed to ride anything higher than a 50cc bike in the UK. But the investigator thought that IPA could've provided a better service to Mr R, especially under these unfortunate circumstances. He recommended that IPA should compensate Mr R £100 for the trouble and upset this caused.

IPA agrees with the investigator's opinion.

Mr R disagrees. He says, in summary, that he did try to check with his insurers before he went on holiday but he got no response.

my findings

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

Where I refer to IPA or the insurer, I include its claims handlers and any other parties for whose actions I hold IPA responsible.

From what he's said, Mr R passed his driving test in about 1989 but he hasn't done the compulsory basic training which was later introduced for riding small motorcycles. And he hasn't passed the test for a motorcycle licence.

Mr R told our investigator that - before he went abroad - he'd asked the insurer about insurance for hiring a small motorcycle. But - although the investigator asked him - Mr R didn't provide any details or evidence of when he contacted the insurer.

In any event he says the insurer didn't respond. And I'm satisfied that the policy terms made it clear enough that it wouldn't cover medical expenses for injury while engaged in a dangerous activity like riding a bike which Mr R didn't have a licence to ride in the UK. I don't think that's an unusual or unfairly onerous policy term.

Although he says he'd stopped at a red light, Mr R was on a bike he didn't have a full licence to ride in the UK.

From the call recordings, I don't think IPA said it would meet the claim without further investigation.

And I think Mr R had been engaged in a dangerous activity not covered by the policy. So I don't think IPA treated Mr R unfairly by turning down the claim. I don't think it would be fair and reasonable to order IPA to pay the claim.

But I think IPA was responsible for some delay after Mr M's first call. And I think it could've communicated better than it did. These shortcomings in its service added to the trouble and upset Mr M and Mr R were already suffering. I find it fair and reasonable to order IPA to pay Mr M and Mr R (jointly) £100 compensation for this.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mr M and Mr R (jointly) £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr R to accept or reject my decision before 13 November 2017.

Christopher Gilbert
ombudsman