

The complaint

Mr F complains that Inter Partner Assistance SA, has unreasonably delayed a claim he made under his travel insurance policy.

Mr F is represented by Ms R. All references to actions include those taken by Mr F and Ms R.

What happened

Mr F was due to go on a trip abroad on 22 June 2021. Before travelling, Mr F took a Covid-19 Antigen test. This returned with a positive result. Mr F was therefore informed he needed to self-isolate.

Because Mr F had tested positive for Covid-19, and had to self-isolate, he wasn't able to travel as planned. So, he made a claim under his travel insurance policy, for the financial loss incurred. This being the cost of his scheduled flights.

The claim was made in July 2021. And Mr F was represented by a family member, Ms R. Ms R said she provided IPA with all of the information it needed, to assess and validate Mr F's claim. But, after providing this information neither she nor Mr F heard anything more about the claim. With no settlement being provided for it.

Ms R raised a complaint with IPA about the matter. But it still wasn't resolved. So, the complaint was referred to this service, for an independent review.

In its submission to this service, IPA said the reason Mr F's claim hadn't progressed any further, was because it actually hadn't received all of the information it needed to assess and validate the claim. It said Ms R had been informed what information was needed for the claim to proceed. It noted that Ms R had provided a text message from the NHS telling Mr F he needed to self-isolate. But she hadn't provided any medical certificate confirming the positive diagnosis. IPA said until it got the information it needed; it wouldn't be able to progress the matter.

Our investigator considered this complaint. And provided IPA with a copy of the medical certificate, which confirmed Mr F's Covid-19 diagnosis. IPA considered this information and said it would accept the claim. It said it would send the claims settlement to the bank account details it had been provided with.

Our investigator provided the parties with his outcome on the complaint. Initially, our investigator noted there was no firm evidence to show Ms R had sent the required information to IPA in the first instance. So, he didn't think it had done anything wrong. He noted IPA had said it would now settle the claim, as it had now got the information it didn't have before.

Ms R disagreed – and said she had sent the medical certificate previously. And she sent this service an email dated 30 July 2021, which noted Ms R was attaching “a copy of the text

from the NHS, the invoice, Insurance certificate and covid test result.” This was put to IPA, who maintained it hadn’t received this before.

Our investigator noted that it looked as if Ms R had sent the necessary documents to IPA originally, and IPA didn’t act on it. But he noted the claim had since been accepted. So, there wasn’t anything further to award in this respect. Our investigator also explained he could only provide compensation, if necessary, for the impact the situation had on Mr F, not Ms R. And, in this instance, our investigator didn’t consider Mr F had been impacted. He hadn’t suffered a financial loss, as Ms R had paid for the flights, not him. And Ms R had dealt with the situation with IPA, so he hadn’t suffered any inconvenience there either. So, our investigator didn’t recommend that IPA do anything more in respect of this complaint.

Ms R, on behalf of Mr F, disagreed. She felt some interest and compensation should be awarded for the situation. And she alerted our investigator that the claims settlement hadn’t been paid – after IPA said this had been issued.

Because Ms R, on behalf of Mr F disagreed, this complaint has been referred to me to decide.

I issued a provisional decision to the parties, detailing my intended decision. In this I said:

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

Having done so, I intend on requiring Inter Partner Assistance SA (IPA) to pay the claims settlement it has already agreed to. And pay 8% interest simple per annum on this amount, calculated from 30 September 2022 to the date of settlement, less any tax properly deductible. I’ve explained why below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I’ve thought about whether IPA acted in line with these requirements, when dealing with Mr F’s claim.

There is no dispute over whether there is cover under the policy for the circumstances Mr F found himself in. IPA has accepted there is. Instead, the dispute here was about whether IPA progressed the claim as it should have. Mr F and Ms R have said they gave IPA all the information it needed to decide the claim in July 2021. And IPA have said that wasn’t the case, and the medical certificate officially confirming the positive coronavirus result, and quarantine was outstanding.

So, I’ve focused on whether IPA could have moved the claim forward in July 2021, or not – based on the information it had at the time.

From what I’ve seen, I don’t think IPA had all of the information it needed to assess the claim, and accept it, in July 2021. So, I don’t think IPA did anything wrong in this regard. But I think it could have provided a better customer service by chasing for this information. I say this because I’ve reviewed copies of emails sent between IPA and Ms R, when the claim was made. And I can’t see one piece of key evidence - the medical certificate – was sent to IPA.

I say this because on 30 July 2021, IPA told Mrs R, via email, that it needed further information to progress the matter. It said it needed bank details, a copy of a cancellation document, the invoice from the flight provider, as well as a copy of the positive coronavirus test, and of the mandatory quarantine in the date of the planned departure.

Ms R did respond to IPA on the same day via email, which said she was attaching “a copy of the text from the NHS, the invoice, Insurance certificate and covid test result.”

IPA has sent me a screenshot of the email arriving with it, which shows no attachments on the email. And IPA has sent me an email responding to Ms R’s one. This said that:

“we acknowledge receipt of documentation. However, we would like to notify that documentation you have sent us is incomplete for the purpose of your claim assessment.” It then goes on to say the following is needed:

“copy of the cancellation confirmation/cancellation fees document;

*copy of the **official positive coronavirus test (noted older than 48 hours before the planned departure) – the submitted SMS is insufficient***

*copy of the **official confirmation about mandatory quarantine in the date of the planned departure.**”*

I do understand Ms R feels strongly that she sent it the medical certificate – the official document confirming the positive test result, and the quarantine requirements. But, based on the above, it seems more likely than not, that the medical certificate wasn’t received by IPA at this point – but rather a text message confirming a positive result was. Otherwise, IPA wouldn’t have noted what it did above, and asked for the official confirmation again.

I haven’t seen any further emails sent to IPA from either Mr F or Ms R. So, I don’t think at this stage IPA had delayed the claim. It notified Mr F and Ms R what was needed to move the matter forward. And given the information IPA was asking for was key to the claim being made, I’m satisfied IPA wasn’t able to move forward without this evidence.

I do however think that IPA could have provided a better customer service to Mr F, after 30 July 2021. I can’t see that following 30 July 2021 IPA chased Mr F for the information it needed. I do appreciate that it was Mr F’s responsibility to evidence the claim. But, as the expert in the situation here, IPA could have contacted Mr F again, after 30 July 2021, to let it know what evidence it considered was outstanding – in an aim to progress the claim, or to close it. And it didn’t.

Given that I think IPA could have provided a better customer service here, I’ve considered whether IPA should do anything to put the customer service issue right. I’ve thought carefully about this. But I don’t intend on requiring IPA to do anything more in this respect.

I appreciate Mr F’s representative considers that compensation should be paid. But it isn’t this service’s role to punish a business. Instead, this service’s role is to award compensation, where we’re satisfied the situation has caused distress and inconvenience to the relevant party.

In this case, the relevant party is Mr F. He is the policyholder. So, I would need to be satisfied that the situation has caused him distress and inconvenience. And looking at the evidence provided to me, I don’t think the situation did cause him sufficient distress and inconvenience to warrant compensation. Mr F hasn’t dealt with the situation. His representative purchased the flights and insurance. And it is Mr F’s representative that has dealt with the claim made, and subsequent complaint. So, he hasn’t experienced trouble and upset in relation to it.

Ms R has said she has experienced distress and inconvenience. But, as she isn't the policyholder, and is instead choosing to represent the policyholder, I'm not able to award compensation to her, even if I considered it warranted. She isn't eligible for it. So, I don't intend on making any award here.

Ms R has raised that Mr F hasn't received the funds in settlement of his claim, despite IPA having accepted the claim since referring a complaint to this service. And she's explained that she and Mr F are unhappy about this. As IPA has now accepted the claim, it should pay this.

It's my understanding that IPA said it would pay this within 15 days of the investigation being closed. I think it's likely the investigation was closed around 9 September 2022, when the claim settlement was offered. So, by 30 September 2022 at the latest, based on working days. As the payment should have been received by 30 September 2022, I'm intending on requiring IPA to pay 8% interest on the claims settlement amount, from 30 September 2022, until the date of settlement, less any tax properly deductible, to take into account the time Mr F hasn't had these funds, when he should have."

Ms F responded, on behalf of Mr F. She said she thought the claims payment should be the full fare for the ticket. And that 8% interest wasn't sufficient for the stress endured in this matter. IPA responded and said it didn't have any further comments or evidence to add.

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.

Having done so, I've decided to uphold this complaint, on the same basis as that detailed in my provisional decision.

I say this because there hasn't been any further evidence or comments from either party, which alters my findings of the reasoning on it.

Ms F has raised two points in response to the provisional decision. She's explained she feels the level of 8% interest noted in my provisional decision isn't sufficient to compensate for the distress and inconvenience experienced. But it's important to highlight that the interest isn't compensation for any distress or inconvenience. Instead, it's to take into account the time Mr F has been without the claims settlement, and so not had the funds. I remain satisfied that the interest as specified in my provisional decision remains fair, and in line with the approach of this service. So, my decision remains the same.

As detailed in my provisional decision, I don't think the situation caused Mr F sufficient distress and inconvenience to warrant compensation. And, Mrs F is eligible for compensation, for the reasons already explained. So, I don't find anything different here either.

Ms F, on behalf of Mr F, noted the claims payment should be the full fare for the flight ticket. But I can see that the policy has a 10% deductible. So, the settlement under the terms of the policy would be the cost of Mr F's flight, minus the 10% deductible. Which IPA confirmed to Ms F was 315 euros. Given these terms of the policy, I'm satisfied that is a fair and reasonable approach to take, in line with the cover purchased. And so, I don't require IPA to do anything differently here.

My final decision

Given the above, my final decision is that I require Inter Partner Assistance SA (IPA) to pay the claims settlement it has already agreed to, this being 315 euros. And pay 8% interest simple per annum on this amount, calculated from 30 September 2022 to the date of settlement, less any tax properly deductible.

If HM Revenue & Customs requires IPA to deduct tax from this interest, IPA should give Mr F a certificate showing how much tax its deducted, if they ask for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 20 February 2023.

Rachel Woods
Ombudsman