

The complaint

Ms M complains about Inter Partner Assistance SA's (IPA) handling of her travel insurance claim.

What happened

Ms M had a travel insurance policy insured by IPA. Part of this complaint concerns the actions of the claims handler. As IPA has accepted it's accountable for the actions of the claims handler, in my decision any reference to IPA includes the actions of the claim handler.

While Ms M was on a trip abroad in December 2021 she lost her passport and incurred accommodation, travel and other costs to obtain a replacement passport. She claimed for those costs on the policy.

In April 2022 Ms M complained to us that she'd sent many chasing emails to IPA but it hadn't given any substantive response or paid her claim. She wants IPA to pay her claim.

After Ms M complained to us IPA accepted it had delayed in assessing the claim and paid her £150 compensation for her distress or inconvenience caused by its delay. IPA said it would assess the claim.

In September 2022 IPA paid Ms M a total of £375 for her claim. The breakdown of the claim payment was:

- £100 for the costs of the replacement passport, which IPA said was the policy limit, and
- £400 for Ms M's additional travel and accommodation costs due to replacing the passport, which IPA said was the policy limit
- minus the £125 policy excess.

In addition IPA offered Ms M a further £100 compensation for her distress and inconvenience due to its further delay.

Ms M didn't agree. She said her costs had included hotels, meals, return travel and costs to the embassy for a replacement passport. She'd also lost her wallet and bag.

Our investigator said:

- The policy limits meant IPA had fairly settled the claim for the replacement passport and related additional travel and accommodation costs.
- IPA's new total offer of £250 compensation for Ms M's distress and inconvenience was reasonable.

- IPA said Ms M hadn't included a lost bag and wallet on her original claim form. Our investigator sent IPA those details Ms M had sent us for IPA to assess.

Ms M remains unhappy and wants an ombudsman's decision so the matter 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.

I have to decide if:

- IPA's settlement of Ms M's claim for her replacement passport and related accommodation and travel costs was fair and reasonable, and
- IPA's new offer of compensation for Ms M's distress and inconvenience due to its delay in assessing her claim was fair and reasonable.

We don't assess claims, that's for an insurer to do. IPA has told us it will assess Ms M's new claim for her bag and wallet. IPA should contact Ms M to tell her its decision about that claim for those items. If she's unhappy about IPA's decision about that claim she will need to make a new complaint to IPA. If the parties can't agree she can ultimately make a separate complaint to us about that matter.

I think IPA fairly and reasonably settled Ms M's claim for the costs of her replacement passport and related accommodation and travel costs. I'll explain why.

The policy terms, conditions and limits set out the contract of insurance between Ms M and IPA. The policy document under the heading 'personal money, passport and documents' says:

'What is covered

1. We will pay you up to the amounts shown below for the accidental loss of, theft of or damage to... documents...

The maximum we will pay for the following items is...

c. £100 for...documents (including the cost of the emergency replacement or temporary passport or visa obtained outside your home area...)

2. We will pay you up to £400 for reasonable additional travel and accommodation expenses necessarily incurred outside your home area to obtain a replacement of your passport or visa which has been lost, stolen or destroyed outside your home area'.

So the policy terms are clear that IPA is only liable for:

- Up to £100 for Ms M's costs for an emergency replacement or temporary passport, and
- Up to £400 for Ms M's costs for additional travel and accommodation she paid to obtain a replacement passport.

Those policy limits are also clearly set out in the benefit table in the policy document. The benefit table is also clear Ms M has to pay a £125 excess under this policy section.

The policy doesn't cover the food and drink costs Ms M has claimed.

Ms M paid more for her replacement passport and related accommodation and travel costs than IPA paid her. But I'm satisfied that IPA acted within the policy terms, conditions and

limits and fairly and reasonably in settling Ms M's claim for those costs at £375. IPA doesn't need to pay more than it's already paid for those costs.

Ms M made the claim at the end of December 2021 and IPA assessed the claim in September 2022. IPA accepts the nine months it took to assess Ms M's claim was much too long, and I think it was too long. IPA's already paid Ms M £150 compensation for her distress and inconvenience due to its delay. After Ms M complained to us IPA's now offered another £100 in compensation, so a total of £250 which I think is a fair and reasonable amount in all the circumstances. As IPA made the offer after our involvement I partly uphold this complaint.

I should add that IPA's payment/offer of compensation for Ms M's distress and inconvenience is completely separate to its claim payment of £375.

Putting things right

IPA must pay Ms M £100 compensation for her distress and inconvenience due to its delay in addition to the £150 compensation its already paid, as IPA has now offered to do.

My final decision

I partly uphold this complaint and require Inter Partner Assistance SA to pay Ms M £100 compensation for her distress and inconvenience due to its delay in addition to the £150 compensation it's already paid, as it's now offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 9 March 2023.

Nicola Sisk
Ombudsman