

The complaint

Mrs G and Miss G are unhappy about the way their claim under the travel insurance policy was handled by Inter Partner Assistance SA.

I've referred only to Inter Partner Assistance SA (IPA) for simplicity – but this also includes IPA's agents.

What happened

The facts are not in dispute. Sadly Mrs G had a stroke towards the end of their holiday. The complaint concerns the service they received when making their medical assistance claim from abroad.

I'm aware I've only included a brief summary of the background to this matter, I've done so as the facts are well known to both parties.

IPA accepted that the service provided in respect of the medical assistance was not up to the required standard. It acknowledged that Mrs G and Miss G had experienced poor communication from the medical assistance team. There was a period of six days during which no contact was made and promised calls backs didn't materialise.

However, IPA also highlighted that delays were caused by the treating hospital sending them the medical report and also highlighted delays caused by Mrs G's GP in providing her medical history. IPA felt these delays were outside of their control.

To resolve the complaint, IPA offered £150 compensation. Our investigator felt that this was inadequate and recommended that it pay £500 in compensation. IPA agreed but Miss G, representing herself and Mrs G, didn't. She explained in detail the trauma that they had been through.

I issued a provisional decision on 13 April 2023. I broadly agreed with the investigator's findings but I was minded to award a greater sum in compensation I felt that £1200 was fair in all the circumstances. I said as follows:

- *Between 15 July 2022 and 21 July 2022, no contact was made from IPA to Miss G who was dealing with the claim. This was despite knowing Miss G was sleeping at the hospital. I find IPA should have stayed in touch with Miss G to keep her updated and potentially discuss alternate accommodation options with her, as she is also an insured traveller on the policy.*
- *IPA received the hospital medical report on 21 July 2022. However, this wasn't translated until 26 July 2022. This is an unreasonable timeframe given the situation Mrs G and Miss G were in. IPA was aware that it couldn't validate the claim until the medical report had been translated, so it could then request the relevant medical history from Mrs G's GP. IPA should have ensured the medical report was translated sooner, given that Miss G had explained their difficult financial position, along with Mrs G's poor health. I find this was an unnecessary delay which caused further*

distress and suffering.

- *IPA claim to have requested Mrs G's past medical history from her GP on 22 July 2022. However, I can see that this was actually requested on 26 July 2022. During this time, Mrs G and Miss G were required to move accommodation again, as IPA wasn't willing to book accommodation for an appropriate duration until the claim had been validated. It's reasonable for IPA to have sought to validate the claim, but as it knew of the situation Mrs G and Miss G were in it should have made sure everything moved as quickly as possible. Its failure to do so caused unnecessary delays which had a profound impact – particularly on Miss G..*
- *IPA advised Miss G that once the medical report had been translated, the medical team would assist Mrs G in obtaining a fit to fly certificate. However, I can't see that any assistance was offered to obtain the certificate. Miss G needed to obtain this herself with the help of locals and other tourists.*
- *Upon Mrs G being discharged from hospital, Miss G made IPA aware that Mrs G wouldn't be fit-to-fly for a minimum of five days (as advised by the treating hospital). Accordingly I find it would have been appropriate for IPA to have booked a hotel for this duration to ensure Mrs G and Miss G had somewhere consistent to stay whilst they awaited the fit-to-fly certificate. This didn't happen and they had to move accommodation, in the heat and with all their luggage, whilst Mrs G was still recovering from her stroke.*
- *On 31 July 2022, having not yet received the requested information from Mrs G's GP, IPA instructed Miss G to contact the GP surgery directly to chase this up. IPA warned that it would not continue to cover the accommodation if the GP surgery didn't respond with the requested information. When Miss G spoke with the GP surgery, she was advised that the medical history hadn't been released as IPA had sent an unsigned consent form, twice, despite IPA appearing to confirm receipt of the signed consent form from Miss G back on 15 July 2022. Miss G resent the signed consent form directly to the GP surgery and this resulted in IPA receiving the requested medical information the following day. Again this was an unnecessary delay.*
- *After multiple changes in location, the claim was confirmed as accepted and Mrs G and Miss G were sent back to the first hotel they had checked into following Mrs G's discharge. Unfortunately, the room that was booked was on the second floor with no available lift. Miss G said that this caused extreme difficulty given Mrs G's age, condition and mobility issues.*

I am satisfied that compensation is merited in these circumstances and note that IPA agrees. It is difficult to translate suffering into a financial payment, and it is not, of course, an exact science. But I am satisfied that IPA's handling of Mrs G's claim had a substantial impact at a time when Mrs G was ill and hospitalised abroad and when Miss G was desperately seeking assistance. This caused both Mrs G and Miss G great distress, suffering, upset and inconvenience.

IPA has agreed to pay compensation in the sum of £500. For the reasons given I find that figure is low for the impact on its two policyholders. I find that £1200 is fair in all the circumstances.

IPA accepted my provisional findings. Mrs G and Miss G appreciated the provisional decision and did wish to bring closure to the matter. However they requested a sum of £2000 in compensation which they felt would be fair and reasonable.

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.

Before issuing my provisional decision I thought very carefully about the experience Mrs G and Miss G had. I paid careful attention to the recordings Miss G sent as well as all the other representations Miss G and Mrs G made. They recognise, as do I, that IPA is not responsible for Mrs G unfortunately falling ill whilst on holiday. But for the reasons I gave I was satisfied that a higher compensation award was due.

As I wrote in my provisional decision, it is difficult to translate suffering into a financial payment, and it is not, of course, an exact science. I understand that Miss G and Mrs G feel a higher award would be appropriate. However nothing they have said in response to my provisional decision persuades me that the award I proposed should be increased further.

For the reasons I gave in my provisional decision and adopt here, I'm satisfied that compensation of £1200 is fair and reasonable in all the circumstances.

My final decision

My final decision is I uphold this complaint and require Inter Partner Assistance SA to pay Mrs G and Miss G compensation totalling £1200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Miss G to accept or reject my decision before 6 June 2023.

Lindsey Woloski
Ombudsman