

The complaint

Mrs C is unhappy with the way Inter Partner Assistance SA (IPA) handled a claim on her travel insurance policy.

Mrs C has a representative, but for ease of reference I will refer to all submissions as being made by her.

What happened

Mrs C became unwell on her journey home from a holiday. Her flight had to make an emergency landing so she could be seen by a medical professional. She said she attempted to receive medical assistance through her travel insurance policy with IPA, but she had difficulty getting hold of them and was unhappy with the level of service and lack of support they provided.

Mrs C made a claim for the costs she incurred during her return trip home. IPA paid a settlement figure of £549.73. They also acknowledged their delays and said they had provided a poor service so offered £150 compensation.

Unhappy that her claim hadn't been settled in full, Mrs C referred her complaint to this service. She said she had provided IPA with evidence of all the costs she'd incurred arranging travel back to the UK, so it was unclear why aspects of her claim remained unanswered – such as train tickets and taxis for the journey home.

Since referring the complaint, IPA offered to increase the compensation payment to £200. Mrs C rejected this offer.

We tried to investigate further with IPA asking them for a full break down of all the costs that were claimed, and what was paid and what wasn't. But to date, we still haven't received an appropriate response.

In the absence of anything further from IPA, our investigator concluded they needed to assess the remaining aspects of the claim in line with the terms of Mrs C's policy, as a priority. And he felt their offer of compensation should be increased to £300 to fairly reflect the impact and distress caused by IPA's poor customer service and continued delays in the progress of her claim.

IPA implied they agreed with the outcome. However, when our investigator asked for clarification on the remaining aspects on the claim and for confirmation the 8% interest and increase in compensation he'd recommended would be paid, IPA didn't respond in time. So the complaint was passed to me to decide.

I issued a provisional decision on 19 May explaining I was intending to uphold this complaint. In summary I said:

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And they mustn't turn down claims unreasonably.

It appears that aspects of this claim remain unresolved and unfortunately, IPA have provided limited information about how it considered the claim. Based on the policy terms, IPA hasn't explained why the claim hasn't been paid in full or whether any exclusions apply. So I don't see any reason why the claim hasn't been paid in full.

The onus is on Mrs C to prove her claim. I understand she has provided IPA with evidence of her claim in the form of receipts. Unless IPA explains why her claim costs aren't covered, I think it should pay the outstanding amounts without delay, plus interest.

My decision may change if IPA provides further information as requested or demonstrates an exclusion applies.

There is enough information to fairly conclude that this claim hasn't been handled promptly. And I don't think IPA's offer of £200 goes far enough to compensate Mrs C for the distress and inconvenience caused by the poor customer service and delays through the claims process.

I explained I wanted to ask IPA to use the receipts provided and pay the claim in full in line with Mrs C's policy terms and conditions within 28 days of my final decision. And to add 8% simple interest from the date of the claim until the date of settlement. I also increased the compensation to £300 in recognition of the distress and inconvenience caused by the delays in answering the claim in full.

Responses to my provisional decision

IPA didn't respond to my provisional decision.

Mrs C clarified the communication issues she'd experienced with IPA during the claim. In relation to the costs that remained outstanding, she confirmed she was reimbursed for some of the hotel accommodation costs and the London to Birmingham train journey. But she was still awaiting the full train fares from Spain back to the UK, and the associated taxi fares & costs.

She said the train from Spain to the UK was only used as method of transport as a last attempt to get repatriated. She explained couldn't take the risk of becoming unwell again on a flight with the possibility of diverting another plane, inconveniencing passengers, and causing cost to the airline. She said she provided evidence of her 'no show' for the flight to IPA having obtained it from the airline.

Mrs C confirmed she had met all the requests from IPA - she sent us a copy of her claim form and the original receipts she'd provided to them to evidence her costs.
Your text here

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 didn't respond so there is still no explanation for why the claim hasn't been paid in full. And they haven't demonstrated any exclusion applies.

I understand Mrs C has provided IPA with evidence of her claim in the form of receipts. So in the absence of IPA explaining why her full claim costs aren't covered, I think it's unreasonable to not pay the outstanding amounts without delay, plus interest. And compensation for the ongoing delay in completing the claim.

Putting things right

Inter Partner Assistance SA need to put things right by:

- Paying the claim in full based on the receipts provided, in line with Mrs C's policy terms and conditions within 28 days of my final decision.
- Add 8% simple interest from the date of the claim until the date of settlement
- Pay Mrs C £300 compensation in recognition of the distress and inconvenience caused by the poor customer service and delays.

My final decision

I uphold this complaint against Inter Partner Assistance SA and direct them to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 27 July 2023.

Georgina Gill
Ombudsman