

The complaint

Miss F complains about how Inter Partner Assistance SA (IPA) handled a claim against her travel insurance policy. Reference to IPA includes its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In outline, in June 2022, Miss F bought an annual travel insurance policy underwritten by IPA. In March 2023, whilst on a trip, Miss F fell and injured her ankle.

On 23 March 2023, Miss F contacted IPA in order to make a claim against her policy. IPA arranged alternative accommodation for Miss F for 25 March 2023 but the first accommodation it arranged wasn't suitable because of Miss F's impaired mobility. IPA instructed Miss F to travel to the airport on 25 March 2023 and attempt to board her planned departure flight but subsequently arranged further alternative accommodation for her.

On 26 March 2023, Miss F attended the hospital and obtained a fit to fly certificate. IPA extended her accommodation booking and arranged a repatriation flight for Miss F, departing on 31 March 2023. Miss F arrived back in the UK on 1 April 2023.

Miss F complained, in summary, about IPA's initial lack of urgency and focus, its delay in arranging additional accommodation, the inaccessible alternative accommodation it first arranged for her, its unreasonable request for her to travel to the airport for her planned departure flight, the uncertainty about accommodation, the lack of consideration about repatriation flights and communication failings.

In response to Miss F's complaint, IPA upheld it in part and offered compensation of £225. Miss F didn't think that IPA's offer reflected the severity of the impact its errors had on her and pursued her complaint.

One of our investigators looked at what had happened. He recommended that IPA increase the compensation to £350. The investigator said that, overall, from 23 March 2023 to 1 April 2023, IPA didn't keep Miss F sufficiently informed, which caused her additional stress and worry. He also said that IPA didn't provide sufficient support to Miss F throughout her claim.

IPA accepted the investigator's recommendation, but Miss F didn't. She didn't think that the investigator had fully or correctly considered all the circumstances. The investigator considered what Miss F said but didn't change his view. As there was no agreement between the parties, the complaint was passed to me to decide.

Miss F has also expressed concern about how IPA handled her complaint. Our service can only consider complaints about financial services. So, I can't consider the additional points that Miss F has raised about the handling of her complaint because it isn't a regulated activity.

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 don't doubt that this was a very worrying time for Miss F. She was injured abroad and, after her friend left, she was alone and worried. Miss F has provided lengthy and detailed correspondence explaining what happened. I don't comment on every point Miss F has made - only the key ones. That's because this service was set up to provide an informal alternative to the courts for consumers who have complaints about business' actions, and we decide cases with the minimum of formality. But I've given careful consideration to all of the submissions made before arriving at my decision.

The relevant rules and industry guidance say that IPA has a responsibility to handle claims promptly and fairly. It's common ground that IPA made errors in dealing with Miss F's claim.

IPA upheld Miss F's complaint about its handling of her initial call, agreed that it was unreasonable to ask Miss F to attempt to board her original return flight, acknowledged that the first alternative accommodation it provided was unsuitable and accepted that there had been instances of poor communication. As IPA has accepted shortcomings in these areas, I don't repeat the details here.

IPA didn't uphold the parts of Miss F's complaint about the destination airport for the repatriation flight or the tone of its e-mail correspondence. It didn't address Miss F's concerns about its delay in arranging additional accommodation and the uncertainty about her stay in the accommodation being extended.

I don't think that IPA was at fault in relation to the UK destination of the repatriation flight. Whilst Miss F had informed IPA of her preferences, it was only obliged to repatriate Miss F to her home address, and it can't necessarily guarantee availability of a preferred UK airport.

I don't uphold the part of Miss F's complaint about the tone of IPA's e-mail correspondence. I think that the examples Miss F has given don't require any further action on IPA's part for a fair and reasonable outcome in this case.

In cases like this, an insurer can't necessarily repatriate an individual as soon as both parties would like – they are constrained by availability issues and may have to make additional requests, such as transport assistance, which may take further time to arrange. At the relevant time, there was impending industrial action, which may have made things more difficult. Having said that, I think that IPA failed to keep Miss F updated about its plans and actions in arranging her repatriation flight.

I don't think that IPA was at fault in the notice it gave to Miss F about her repatriation flight. Miss F says that IPA gave her around six hours' notice of the flight, which I think was sufficient for her to pack and travel to the airport. I appreciate that Miss F was concerned about her onward travel and subsequent care arrangements, but IPA isn't responsible for those issues.

IPA didn't deal with arranging additional accommodation for Miss F in a timely way. I think it's reasonable to expect IPA to address Miss F's accommodation issues before the expiration of her planned stay at her accommodation. Similarly, IPA should have dealt with extending its previous booking of additional accommodation before Miss F was required to check-out. I uphold the parts of Miss F's complaint about delays in arranging and re-booking additional accommodation.

So, IPA gave Miss F poor service when she first made contact to make a claim, delayed arranging alternative accommodation, arranged unsuitable accommodation in the first instance, acted unreasonably when it asked Miss F to attempt to board her original return flight, delayed in re-booking accommodation and didn't keep Miss F updated about its plans and actions.

IPA's handling of Miss F's claim caused her additional distress and inconvenience at a time when she was vulnerable. I've noted what Miss F says about this. It was particularly stressful to be left waiting for confirmation of alternative accommodation as her friend was about to leave and to arrive at unsuitable alternative accommodation. Miss F was distressed at IPA's unreasonable request to attempt to board her planned return flight and was embarrassed to become distressed in a public place. Once Miss F was in suitable alternative accommodation she was worried by IPA's delay in re-booking it for her on more than one occasion.

Considering everything, I think that compensation of £350 is fair and reasonable in this case. In reaching that view, I've taken into account the nature, extent and duration of the distress and inconvenience caused by IPA's errors.

Putting things right

In order to put things right, IPA should pay Miss F compensation of £350 in relation to her distress and inconvenience.

My final decision

My final decision is that I uphold this complaint. Inter Partner Assistance SA should put things right as indicated above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 21 November 2023.

Louise Povey
Ombudsman