

## **The complaint**

Miss M complains that Inter Partner Assistance SA (“Inter Partner”) only paid part of a claim she made on her travel insurance policy. She also complains about the service Inter Partner provided.

## **What happened**

Miss M had travel insurance through Inter Partner. Unfortunately she had to make a claim on the policy after her flight was delayed which meant she had to abandon her flight. So Miss M was claiming for the cost of her airport parking and the hotel. Miss M says there have been delays with the handling of her travel insurance claim. She says she received no acknowledgement from Inter Partner when she sent in all the information requested; including written evidence from the airline to say the flight had been cancelled.

Miss M made a claim on her travel insurance policy in March 2023. Inter Partner asked her to provide additional information which she did.

In April 2023 Miss M was asked to provide written confirmation from the airline stating the cause and length of delay, and how much, if any, compensation was paid. Miss M was unable to obtain this from the airline. She explained this to Inter Partner and was told she would receive a settlement letter shortly, but that didn't happen.

Miss M says there have been major delays with the handling of her travel insurance claim. there was no acknowledgement when she sent all the information requested; including written evidence from the airline to say the flight had been cancelled.

Miss M eventually managed to obtain written evidence from the airline and sent it to the business but got no acknowledgement for weeks after.

Miss M says she had to chase Inter Partner on numerous occasions to check the status of her claim. So she complained to Inter Partner in May 2023.

Inter Partner apologised for the service Miss M received. It said although obtaining written confirmation from the airline was the correct process, it noted she was unable to do so. And so it passed her claim to the relevant team to arrange for it to be settled. It also offered £100 to compensate for any distress and inconvenience caused. In June 2023 Miss M's claim was accepted, but only 50% of the cost of the hotel and airport parking was paid.

Miss M remained dissatisfied. She said she had paid for the whole trip and so that's what she expected her refund would be. Inter Partner said it can only pay out for the insured party regardless of who paid for the trip. It awarded her £50 for service issues. Because Miss M remained dissatisfied the complaint was referred to this service.

Our investigator looked into things for her. The investigator said she wouldn't recommend Inter Partner pay the remainder of the claim. It accepted there were service issues and paid a total of £100. It offered a further £50 so the total amount offered was £150, and the

investigator thought this was reasonable in the circumstances and in line with the service's approach. So she didn't uphold the complaint.

Miss M says no one else is named on the booking information so the other party isn't able to claim anything back for the curtailed trip. She booked and paid for everything on her credit card and she wants her money back. Because Miss M didn't agree the complaint has come 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.

Having done so, whilst I'm very sorry to disappoint Miss M, I think it was fair for Inter Partner to turn down part of the claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the policy and the circumstances of Miss M's claim, to decide whether I think Inter Partner treated Miss M fairly.

It's important that I make clear that no insurance policy covers every eventuality and insurers are entitled to decide what level of risk they wish to accept in return for the premium paid for a policy. Therefore, Inter Partner's obligations under the contract are limited by the terms, conditions and exclusions which are set out in the contract.

### **The assessment of the claim**

I've carefully considered the policy terms and conditions, as these form the basis of the insurance contract. Miss M cancelled her holiday so I think it was reasonable and appropriate for Inter Partner to consider the claim under the cancellation or curtailment section of the policy.

The policy says, "*This is **your** travel insurance policy. It contains details of what is covered, conditions and what is not covered, for each **insured** person.*" (my emphasis)

In section A of the policy under 'Cancellation or curtailment charges' it says, "*we will pay you up to £2,000 of your proportion only of any irrecoverable unused travel and accommodation costs.*"

The insurance policy is in Miss M's name only and so Inter Partner are only obligated to cover her proportion of the costs of the trip regardless of who has paid.

Miss M's booking had been made for two people. And so Inter Partner agreed to cover half of the claim for her share of the accommodation and airport parking. Whilst I sympathise with the position Miss M finds herself in, Inter Partner has acted in line with the terms of the policy.

I therefore find it was reasonable for Inter Partner to decline paying the remaining 50% of the claim.

### **The service received**

I've carefully considered the information provided and looked at what happened. I agree that Inter Partner could have provided better information, especially as Miss M was told her claim would be covered in the absence of any written documentation when it might not have been.

Inter Partner accepts that there had been avoidable delays and misinformation in assessing Miss M's claim and said sorry for this. It also paid Miss M £100 and offered a further £50. In the circumstances of this particular case, I'm persuaded an apology and £150 compensation fairly reflects the distress and inconvenience experienced by Miss M as a result of the service she received from Inter Partner.

I appreciate that Miss M thinks it's unfair as she incurred the total cost of the holiday but the policy only covers half of the costs. I've considered everything and can understand that the situation has been frustrating. But as it stands there is no cover for costs of a party not named on the policy. I've considered what's fair and reasonable based on what happened here and I think Inter Partner paying £150 compensation for the distress and inconvenience caused seems fair and reasonable overall. It has already paid £100 so I think it should now pay the remaining £50 in resolution of the complaint.

### **Putting things right**

Inter Partner Assistance SA has already made an offer to pay £150 to settle the complaint and I think this offer is fair in all the circumstances.

### **My final decision**

So my decision is that Inter Partner Assistance SA should pay the remaining £50, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 20 November 2023.

Kiran Clair  
**Ombudsman**