

The complaint

Mr H complains Inter Partner Assistance SA (IPA) unfairly declined his claim following an accident abroad.

What happened

Mr H held a travel insurance policy underwritten by IPA. He travelled abroad and was unfortunately injured in a car accident and taken to hospital. He underwent medical treatment, and also missed his return flight home due to the accident.

After his return to the UK, Mr H made a claim for his expenses including additional travel costs to return home. IPA turned down the claim and said this was because Mr H had not contacted its assistance team at the time of the incident, and had not submitted a police report.

Mr H complained to IPA and explained the circumstances which he said meant he was unable to contact the assistance line, and showed that local police had been contacted but hadn't provided a report.

IPA responded to the complaint and said in the circumstances, it was unreasonable to decline the claim. It offered £150 in compensation and said it would re-assess the claim.

Mr H said he received the compensation payment, but no outcome on the re-assessment of his claim, so he asked our service to look into things. And he has shown us most recently on 21 August, IPA sent him an email attaching its original declination letter again, without any explanation.

The case was passed to me and I thought IPA needed to pay further compensation to Mr H, so I issued a provisional decision to both parties.

My provisional decision

In summary my provisional decision said:

- Mr H provided details of the circumstances which meant he was unable to contact the assistance team directly following his car accident. He said he was rushed to hospital for treatment of his injuries, didn't have access to email and didn't have any of his insurance paperwork, as most of his belongings had been left in the car. IPA said the policy terms required the insured to contact the assistance line, but in the circumstances of Mr H's claim, I think it's reasonable that he was unable to do this. And IPA agreed in its final response, that in this case, it would be unfair to turn down the claim for this reason.

- The policy terms also required Mr H to provide a police report to evidence the car accident. And IPA gave this as another reason that the claim would not be paid. However, Mr H said the local police had been involved, but would not issue a report unless he visited the police station in person. IPA said it accepted this, and in the circumstances, thought it would be unreasonable to decline the claim for this reason. So, in its final response, IPA said it had over-turned its claims decision, and would re-assess the claim. And I agree that's fair.
- IPA accepted it had caused delays in handling the claim between September 2022 and February 2023. It said Mr H had sent various chaser emails, and that these hadn't been responded to, as the business was receiving high volumes of claims. It apologised for this and offered £150 in compensation. I think this is a fair reflection of the inconvenience caused to Mr H during this period. And I note that IPA has paid this amount to Mr H.
- In its final response in April 2023, IPA said it would re-assess Mr H's claim. However, Mr H and IPA have both confirmed that this has not been completed. And I've seen IPA sent an email to Mr H in mid-August 2023, attaching a copy of its earlier declination of his claim again. This appears to have been sent in error and caused Mr H further concern and confusion, and he contacted this service again to ask what he needed to do.

Around five months have passed since IPA said it would re-assess the claim, and I've not seen any evidence which shows there is any outstanding information required from Mr H. So, I think IPA has had sufficient time to re-assess the claim and should now settle it as soon as possible.

In addition, Mr H has been further inconvenienced by the additional delay, lack of contact from IPA and the confusing email re-sending the original decline letter. And I think I think IPA should pay Mr H a further £150 in compensation due to the additional distress and inconvenience this has caused him.

The response to my provisional decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've also considered again my provisional findings. And I see no reason to depart from the conclusions set out in my provisional decision and summarised above, as Mr H and IPA have both responded to say they accept what I've said

My final decision

For the reasons I've given, I uphold this complaint and direct Inter Partner Assistance SA to do the following:

- pay Mr H's claim, subject to the remaining terms and conditions of the policy and to do so within 28 days of this service confirming he has accepted my final decision;
- add interest to the settlement at 8% from the date the claim was first declined, until the date of settlement; and
- pay £150 in compensation for the further distress and inconvenience. This is in

addition to any compensation Inter Partner Assistance SA has already paid to Mr H.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 November 2023.

Gemma Warner
Ombudsman