

The complaint

Mr C complains, on behalf of himself and the estate of Mrs C, that Inter Partner Assistance SA (“IPA”) didn’t handle their repatriation, and claim, as it should have done.

What happened

Mr and Mrs C were covered by a travel insurance policy through a bank account, provided by IPA. They’d booked a trip abroad leaving the UK on 8 October 2022 and the return flight leaving their destination on 5 November 2022.

Mrs C had previously had cancer which she had recovered from, and she’d declared this to IPA. But shortly before the holiday, Mrs C had experienced some back pain, and her doctor had wanted to carry out an MRI due to the previous cancer. This happened on 5 October 2022, and Mr C says they received the results on 7 October 2022 – the day before they were due to travel. He says the results didn’t show any concerns about cancer.

So, Mr and Mrs C went on the holiday. Unfortunately, Mrs C started feeling unwell shortly afterwards. They got in touch with IPA on 24 October 2022 to let it know that Mrs C had been diagnosed with a tumour. Mrs C had an operation whilst abroad, and the majority of the costs were covered by a reciprocal health agreement between the UK and the country in question.

Mr and Mrs C discussed repatriation with IPA on 1 November 2022, and they asked if they could fly back home in business class. They booked their return flights for 24 November 2022 but could only afford economy class, so they wanted to know if IPA could upgrade the tickets.

IPA emailed Mrs C on the same day asking for details of her GP so that it could get information about her previous medical history. IPA sent Mrs C a copy of the form she needed to fill out and sign the next day. Mr C says this was sent to IPA on 4 November 2022 and re-sent on 9 November 2022 when IPA said it hadn’t received it.

Following this, IPA requested Mrs C’s GP information about her previous medical history on 9 November 2022, so it could consider the claim. This was received shortly afterwards on the same day. IPA’s notes show that there was a medical recommendation for a business class upgrade, and that Mrs C had a fit to fly note.

Mrs C chased IPA for an update on the claim on 15, 18 and 19 November 2022. IPA had carried out a retrospective screening on Mrs C’s medical declaration on 18 November 2022 based on ongoing investigations into her cancer. And it explained to Mrs C on the next day that had this been declared, she would have had to pay a higher premium. So, IPA said it would need to refer the claim to the underwriter. Mr C explained that they’d received the results for those investigations before the trip, showing no link to the previous cancer.

While waiting for the underwriter's decision, Mr and Mrs C flew back home to the UK on 27 November 2022. They couldn't fly on 24 November 2022 as intended, as the airline didn't accept Mrs C's fit to fly certificate. So, Mr and Mrs C had to arrange for a further appointment and certificate for her. Mr C says IPA should have helped them with this and save them from the distress and inconvenience of having to sort it out themselves.

The underwriter agreed to cover the claim on 26 December 2022. But by this point, Mrs C had sadly already passed away.

IPA settled the claim for the expenses Mr and Mrs C had incurred – including medical receipts and new flights home – on 20 February 2023. Mr C isn't happy that it still took IPA almost two months to settle the claim, and that it asked for information he'd already sent.

IPA responded to Mr C's complaint by explaining that it needed to ask for medical records from Mrs C's GP and refer the claim decision to the underwriters. But it agreed that there had been delays in assessing the claim, as well as failings in its service. Overall, IPA offered Mr C £400 for the distress and inconvenience caused.

Mr C says IPA's offer is derisory and offensive. Mr C says Mrs C spent her last days worried that Mr C would be left to sort this claim out on his own and she worried that he would be left with a huge debt. Mr C says it's unforgiveable that Mrs C had that hanging over her. Mr C also says he spent months chasing IPA and waiting for responses when he should have been grieving.

One of our investigators looked into what had happened. And having done so, she agreed that IPA hadn't handled everything as it should have done. But overall, she thought the compensation IPA had offered was fair and reasonable in the circumstances.

Mr C didn't agree with our investigator's findings. As no agreement was reached, the complaint was been passed to me to decide. I issued my provisional decision in October 2023 and said the following:

"Firstly, I'd like to offer Mr C my condolences on the passing of Mrs C. It must have been an incredibly difficult and stressful time for them both. I've looked to see if IPA did anything wrong which would have unfairly added to their worry, or unnecessarily inconvenienced them – beyond what Mr and Mrs C were already going through.

Having looked through everything, I think it's clear that IPA didn't handle things as it should have done. Firstly, it's not completely clear why it wasn't until 9 November 2022 that IPA got in touch with Mrs C's GP to ask for her previous medical history. The claim had already started on 24 October 2022 and IPA was aware of the severity of Mrs C's diagnosis. Mr C also says that Mrs C sent her consent for IPA to request her previous medical history on 4 November 2022, but she was asked to re-send this on 9 November 2022.

IPA received the previous medical history from Mrs C's GP on 9 November 2022, but it didn't carry out a retrospective screening until 18 November 2022. It then decided the next day the claim would need to be referred to an underwriter. IPA knew Mr and Mrs C were due to fly home on 24 November 2022 but needed a business class upgrade based on a medical recommendation. IPA also knew the severity of Mrs C's situation, and how important it was for her to get home as soon as possible. Despite this, the underwriter didn't confirm cover until 26 December 2022. I don't think this delay was reasonable in the circumstances.

Considering the severity of Mrs C's condition, I think IPA should have arranged for the underwriter to reach decision on the claim before Mr and Mrs C were due to fly home on 24 November 2022. This would have meant that Mr and Mrs C wouldn't have needed to pay for the business class upgrade from their own pocket, and IPA could have helped to minimise the distress and inconvenience in having to sort out a new fit to fly certificate for Mrs C when the airline didn't accept the one she already had. It may be that Mr and Mrs C would have still only been able to fly home on 27 November 2022, but they wouldn't have had to sort everything out by themselves during an already stressful time.

I'm also mindful of how Mr C has described Mrs C's last days, and the worry she had about the claim and the debt Mr C would be left with if IPA didn't pay the claim. This isn't something she would have needed to worry about, had IPA arranged the business class upgrade for them, as it should have done.

I've then looked at IPA's actions after it agreed to cover the claim on 26 December 2022. I can see that throughout IPA's notes it says that it was still waiting for a medical report. But its note on 20 January 2023 says that this was sent already at the start of the claim. IPA's notes also show that when Mr C called on 13 February 2023 following its request for further information, IPA saw that Mr C had already sent this information on 7 January 2023. So, I think IPA caused Mr C further unnecessary distress and inconvenience in how it handled the claim after it was accepted.

Overall, I'm currently minded to say that IPA caused Mr and Mrs C substantial distress and inconvenience that could have been avoided if it had done everything it should have. I don't think its offer of £400 goes far enough to compensate for the impact in the circumstances of this complaint. Having considered everything, I'm minded to direct IPA to pay Mr C and the estate of Mrs C a total of £1,250 for the distress and inconvenience caused – this includes anything already paid/offered."

In response, Mr C said there were a couple of minor details that weren't quite correct, but he was satisfied that my provisional decision represented the situation and his complaint. And whilst he didn't think the compensation was punitive enough, he had wanted someone to acknowledge what they'd been through and for IPA to realise it as well and improve their processes. He said that with this in mind, he was happy to accept my provisional decision.

IPA responded to say it accepted my provisional decision. As both parties have now responded to my provisional decision, I will issue my final decision.

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.

It may be helpful if I explained that the compensation we can award is not punitive – it is not within my power to make such an award. Rather, the compensation we can award is for the impact caused to consumers where a business has done something wrong. It is also not within our remit to tell a business to change their processes. We can only direct a business to put things right for the consumer in the circumstances of their complaint.

Overall, as both parties have accepted my provisional decision and they haven't given me any new information to consider about the merits of the complaint, I see no reason to depart from the findings I provisionally reached. So, I've reached the same decision, and for the same reasons.

Having considered everything, I think IPA caused Mr and Mrs C substantial distress and inconvenience that could have been avoided if it had done everything it should have. I don't think its offer of £400 goes far enough to compensate for the impact in the circumstances of this complaint. I think IPA should pay Mr C and the estate of Mrs C a total of £1,250 for the distress and inconvenience caused – this includes anything already paid/offered.

My final decision

My final decision is that I uphold Mr C and the estate of Mrs C's complaint, and direct Inter Partner Assistance SA to pay a total of £1,250 for the distress and inconvenience caused.

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

Renja Anderson
Ombudsman