

The complaint

Mr C and Miss T are unhappy with the way Inter Partner Assistance SA (IPA) handled a claim made on their travel insurance policy.

All reference to IPA includes its medical assistance team.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

IPA has an obligation to handle insurance claims fairly and promptly.

Failure to provide medical assistance whilst abroad

In its final response letter dated August 2023, IPA accepts that Mr C and Miss T were provided with poor service when they contacted IPA in mid-July 2023 for support after their son fell and fractured his collar bone. So, that isn't in dispute.

Although Mr C and Miss T were advised that IPA's medical team would review the case and contact them the next day with an update, it's accepted this didn't happen. It's also accepted that Mr C and Miss T chased IPA for a response on each of the next three days without receiving a reply.

IPA has apologised, said its provided internal feedback, and offered Mr C and Miss T £350 compensation for distress and inconvenience. Mr C and Miss T has also confirmed to the Financial Ombudsman Service that IPA has covered the medical costs incurred by the hospital.

So, I'm satisfied the crux of the issue for me to decide is whether £350 compensation fairly reflects the impact of IPA's wrongdoings on Mr C, Miss T and their two children, insured under the policy and on holiday with them. For reasons set out below, I don't think it does.

- I know Mr C and Miss T were keen to return to the UK as soon as possible so that their son could be seen by a medical professional in the UK. And IPA accept that the hospital in which their son had been treated abroad was on its list of medical facilities it had concerns about (it says "blacklisted").
- However, I've seen nothing to persuade me that had IPA provided better assistance, Mr C, Miss T and their children would've been repatriated back to the UK sooner.
- Although the policy does provide cover for repatriation to the UK that's only where its deemed medically necessary. The treating hospital provided a medical report dated

16 July 2023 confirming a fracture to the collar bone and that Mr C and Miss T's son's arm was in a sling and "immobilisation done". It's also reflected that "the patient is fit to fly". But there's nothing to suggest that further urgent medical treatment was required in the UK or that he needed to be repatriated as a matter of urgency. When first contacting IPA, it's reflected in IPA's internal notes that Mr C said the treating doctor had advised that surgery will be needed I think it's reasonable to assume that if urgent surgery was required, this would've been reflected in the medical report which it isn't. I've placed more weight on the contents of the medical report.

- Mr C, Miss T and their two children were due to fly home a few days later. So, in the circumstances, I think it's likely that they would've always returned on their pre-booked flights as is what ended up happening here.
- I accept not receiving any assistance from IPA whilst abroad would've been frustrating and upsetting, particularly given that Mr C and Miss T were worried that their son might need further treatment whilst abroad and they didn't receive any advice or reassurances from IPA's medical team. I also accept that had they received support then this would've alleviated some of their son's worries by receiving a second medical opinion from IPA's medical team about his injury. As it was, he says he was worried about leaving the hotel room which I accept as I think what is said is plausible and persuasive. I'm also satisfied that Mr C and Miss T were put to the trouble of having to contact IPA for updates and I accept this would've unnecessarily exacerbated an already difficult situation for them.
- I'm satisfied that this had a short term but significant impact on Mr C, Miss T and their two children. I think a total of £450 more fairly compensates them for the distress and inconvenience they experienced.

Mr C and Miss T's son being confined to the hotel room

Mr C and Miss T say that their son was confined to their hotel room after he was discharged from hospital, and he remained there for the last few days of their holiday. They also say that one of them always stayed with him so he wasn't alone.

Subject to the remaining terms of the policy, section A of the policy does cover curtailment in the event of bodily injury of an insured person or persons you are travelling with. The policy definition of curtailment includes:

...attending a hospital outside your home area as an inpatient or being confined to your accommodation abroad due to compulsory quarantine or on the orders of a medical practitioner, in either case for a period in excess of 48 hours. Claims will be calculated from the day the ill/injured person was admitted to hospital or confined to your accommodation and based on the number of complete days for which you were hospitalised, quarantined or confined to your accommodation. Cover only applies to ill/injured persons.

I understand that IPA hasn't considered a curtailment claim in respect of Mr C and Miss T's son's injury. I think it would be fair and reasonable for it to do so.

Unused excursion

Mr C and Miss T also say that their son was unable to go on a pre-booked excursion because of his injury and being confined to their hotel room.

The curtailment section of the policy – referred to above – also covers irrecoverable unused excursion costs up to £250. IPA has said it will consider the claim for the unused excursion upon receipt of evidence that he didn't attend the excursion. I think that's reasonable as, for a claim to be successful, it's for Mr C and Miss T to establish the loss which has occurred.

Unfortunately, Mr C and Miss T have said they're unable to provide this evidence. However, if it turns out they can evidence that their son didn't attend the excursion, they should provide this to IPA to consider further.

Putting things right

I direct IPA to:

- pay Mr C, Miss T and their two children named on the insurance schedule a total of £450 compensation for distress and inconvenience. From this IPA can deduct the payment of £350 compensation offered in its final response letter if this has already been paid.
- promptly assess and provide Mr C and Miss T with a decision on a curtailment claim in respect of their son's injury within 21 days from the date on which the Financial Ombudsman Service tells IPA that Mr C and Miss T accept this final decision. [If IPA requires further information from Mr C and Miss T to assess this claim, it should promptly request this within 14 days from the date on which the Financial Ombudsman Service tells IPA that Mr C and Miss T accept this final decision. And once received, IPA should assess and provide Mr C and Miss T a decision on that claim within 21 days].

My final decision

I uphold this complaint to the extent set out above. I direct Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Miss T to accept or reject my decision before 7 May 2024.

David Curtis-Johnson
Ombudsman