

The complaint

Mr S is unhappy with the assistance Inter Partner Assistance SA (IPA) provided under his travel insurance policy whilst he was abroad and the way in which his claim has been handled.

All reference to IPA includes its medical assistance team.

What happened

Mr S had the benefit of a travel insurance policy underwritten by IPA. In 2023, whilst abroad, Mr S became unwell and required medical treatment.

He contacted IPA and is unhappy with the contradictory information and general poor customer service he received. He's also unhappy with the way in which his claim was handled.

IPA investigated both complaints and by way of two final response letters dated October and December 2023, it apologised and upheld his concerns. It said internal feedback would be given and paid a total of £450 compensation for distress and inconvenience.

Mr S didn't think the compensation amount was fair, and he brought a complaint to the Financial Ombudsman Service.

After bringing the complaint, IPA offered Mr R further compensation in the sum of £50.

Our investigator looked into what happened and recommended IPA pay Mr S additional compensation in the sum of £400 (so £850 in total) for the impact its errors had on Mr S. IPA didn't agree. So, this complaint has been passed to me to consider everything afresh 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.

Principle 12 of the Financial Conduct Authority's Principles for Businesses ('the Consumer Duty') says a firm must act to deliver good outcomes for retail customers. That includes providing consumer support and meeting consumers' needs throughout their relationship including when they're vulnerable.

The Insurance Conduct of Business Sourcebook ('ICOBS') also says insurers must act fairly and promptly when handling claims made under an insurance policy. And it mustn't unreasonably decline a claim.

IPA accepts that it should've provided Mr S with better service when he contacted it for support. It accepts that Mr S was given contradictory information. And although there are internal notes of the calls that he had at the time, where IPA has been unable to provide recordings of some of the calls, it's accepted Mr S's version of events.

So, the crux of the issue I've been asked to decide is whether the compensation IPA has paid to Mr S (a total of £450) before he complained to the Financial Ombudsman Service fairly reflects the impact its errors had on him. And I don't think it does. I'll explain why.

- I'm satisfied that Mr S was in a vulnerable position when contacting IPA for assistance; he was abroad, unwell and required medical attention.
- IPA accepts that Mr S was given contradictory information about whether medical costs would be covered, and that IPA's representative would contact the hospital with a reference number in advance of him travelling there so that the hospital knew to expect him. IPA accepts that he was initially told that he would be covered and then told that additional information would need to be provided before cover could be confirmed. I accept that this would've been unnecessarily upsetting and frustrating for Mr S, at an already worrying time for him. Particularly as, when arriving at the hospital, there was no record of IPA having contacted the hospital which I'm satisfied would've been confusing and distressing.
- I'm satisfied that Mr S has consistently said that one of IPA's representatives was particularly rude and combative on the phone whilst he was abroad, requiring medical attention. He says this was upsetting, and because of this his health deteriorated further. IPA hasn't been able to provide a copy of this call although there is a call note. As a result, it's given Mr S the benefit of the doubt and upheld this concern.
- I haven't been provided with any medical evidence which supports that this call did result in a deterioration of Mr S's health and so, I don't think it would be fair and reasonable to hold IPA responsible for this. However, given what Mr S says happened during the call and the way he was spoken to (which hasn't been contested by IPA), I'm persuaded that this would've caused significant unnecessary upset to Mr S at a time when he was unwell and vulnerable.
- I'm satisfied that Mr S's upset, confusion and frustration is likely to have further exacerbated by IPA giving him contradictory information about the time over which it would need to review his medical history to fully assess the claim. He was initially told over a two-year period, but this changed to over a five-year period, before being told that it would review over a two-year period. IPA accepts that it provided Mr S with misleading information.
- IPA also accepts that, at times, it unreasonably failed to progress his claim, causing delays and that there was a lack of communication from the claims department. I accept this added to his overall frustration and upset and he was put to the trouble of having to chase IPA a number of times for updates.

Given the overall cumulative impact of IPA's errors on Mr S, whilst he was abroad and during the claims process, over a few months, I'm satisfied that total compensation in the sum of £850 is fair and reasonable to reflect the distress and inconvenience he experienced in the particular circumstances of this complaint.

Putting things right

I direct IPA to pay Mr S £850 compensation for distress and inconvenience. It can deduct from this amount the sum of £450 already paid to Mr S.

My final decision

I uphold Mr S's complaint and 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 S to accept or reject my decision before 17 October 2024.

David Curtis-Johnson
Ombudsman