

## **The complaint**

Ms H is unhappy with Inter Partner Assistance SA's (IPA) handling of her claim.

## **What happened**

Ms H has travel medical insurance with IPA. Ms H was in France for her wedding when she was involved in a road traffic accident. She was the driver of the vehicle and was travelling with her husband and their two dogs. Ms H suffered injuries to her legs – which required stitches and other cuts and bruises. Her car was undriveable after the accident and so she had no way of getting her family back home to the UK.

Ms H said IPA didn't support her in trying to get home. She explained she'd raised her claim, however, heard nothing back from IPA for almost a week, therefore she had no other option than to make her own arrangements to get home. Ms H's mother-in-law was still in France and was able to cancel the remainder of her holiday to come support her with that. Ms H's complaint centres around those costs, the replacement of her missing designer glasses and £150 of cash that was lost in the accident. The main bulk of this claim has been addressed separately under her husband's complaint – which I've also issued a decision on.

IPA accepted it hadn't handled things properly. It accepted there were several times where Ms H was left waiting for call backs, which never happened and that it hadn't exercised enough support or empathy. IPA acknowledged Ms H was effectively left to make her own arrangements to get back home. However, IPA said it covered the medical costs incurred and proportionately settled some of the unexpected accommodation costs. Ms H received a voucher for some of her unused accommodation costs of the curtailment of her honeymoon for 674 Euros (split between both Ms H and her husband). IPA said it'd settled the remainder of her claim, applying the policy limits and so there was nothing more it needed to do in the circumstances. It offered £100 compensation, which was later increased to £700 (£350 each) for the overall distress and inconvenience.

Our investigator didn't think this was fair. First, she highlighted IPA had considered both Ms H and her husband's claim as one. She explained this unfairly limited some aspects of their claim to one set of policy limits. She explained IPA needed to separate their claims as there are two individual policies. This was important as it meant they were effectively able to receive double the limits that had previously been applied to their respective claims.

Our investigator agreed that IPA should have done more to help Ms H in making arrangements to get back home. Ms H's mother-in-law had to cancel her holiday plans in order to accompany Ms H back home. They hired a minibus to get home. She said these costs should be considered by IPA. There were also additional hotel costs incurred by Ms H for her mother-in-law to accompany her back to the UK.

There was also £350 of cash that was irrecoverable as this was lost in the accident, along with other possessions jointly owned between Ms H and her husband. Our investigator acknowledged that by splitting the claim between both insured parties, it meant Ms H's half of the cash could be considered within this policy limit of £200 for missing cash.

Our investigator therefore recommended IPA reconsider the claim in line with the remaining policy terms and increase its compensation to £400 for the distress and inconvenience caused. She also requested that IPA give a detailed breakdown of the costs its reimbursed Ms H.

IPA agreed with the increased compensation award. It also paid Ms H an additional £75 for the overall delay in handling her claim. However, after reconsidering Ms H's claim, it decided it didn't need to do anything more. And so, it's now for me to decide whether the additional travel costs and the additional hotel costs claimed should be paid. I note that IPA has paid a proportionate settlement on the accommodation costs for Ms H only, and not recognised the costs incurred for Ms H's mother-in-law.

### **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, I've decided to uphold it for the same reasons explained by our investigator. I agree IPA should pay for the travel companion costs associated with Ms H's mother-in-law, the lost designer sunglasses up to the policy limit and £175 lost cash. There were other costs being claimed for in relation to the repatriation and vehicle hire that I've considered separately to this complaint. I'll explain why.

The Financial Conduct Authority is clear about IPA's obligations under the Insurance Code of Business Sourcebook (ICOBS). It says IPA must handle claims promptly and fairly and not reject claims unreasonably or avoid them altogether. I don't think IPA has fulfilled its responsibilities under this rule because it didn't support Ms H enough when she first raised her claim on 20 June 2023, nor did it handle her claim promptly, or fairly.

The evidence I've seen shows IPA didn't make any meaningful progress on Ms H's claim for almost a week after she'd raised it. Ms H and her husband had contacted IPA several times between 20 – 25 June in order to arrange repatriation to the UK, however, this didn't happen. IPA failed to return their calls, or provide any meaningful support following the accident which left them to make their own repatriation arrangements. IPA appear to have accepted that and made payments towards the minibus hire and proportionately settled some of their unexpected additional hotel costs. But I think it should do more than it has.

The policy provides cover for reasonable additional transport and accommodation costs for Ms H and a close family relative;

*“reasonable additional transport and/or accommodation expenses for a travelling companion, friend or close relative to stay with you or travel to you from the United Kingdom or escort you. Also additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket”*

Because IPA weren't proactive in handling Ms H's claim from the outset, she was effectively left to arrange her own repatriation. She decided to ask her mother-in-law to accompany her home and support her because of the injuries she'd sustained. I accept the policy says this is with authorisation of the emergency assistance team, however, it took IPA too long to make a decision about that or give any meaningful support. And so, Ms H had little choice but to make her own arrangements to return to the UK and therefore I agree with our investigator's opinion that those associated accommodation costs should be paid by IPA.

It's for the same reasons I think IPA should, if it hasn't already, pay the cost of the minibus used to repatriate them back to the UK. I've explained this as part of the other related

complaint I've considered.

Ms H and her husband were gifted £350 from friends and family that'd attended their wedding. This cash was lost in the accident.

As this cash was gifted to them both, I'm satisfied Ms H's share was £175 and I think IPA should pay that to her. I accept there's not a receipt Ms H can show IPA in these particular circumstances as the money was gifted. However, it's because of this I'm persuaded it'd be unreasonable to expect her to evidence this in the usual way. Instead, I've thought about her testimony throughout the complaint and I'm satisfied it's remained consistent and therefore reliable. Further, the fact that it's a wedding gift and the number of people that attended persuade me what she's said here is reasonable.

Ms H also lost her designer glasses in the accident. I note IPA said it would cover the replacement cost up to the policy limit of £200, subject to proof of ownership being provided. I agree that's the fair thing to do in the circumstances and so it's now for Ms H to provide that to IPA so it can validate that part of her claim.

Ms H has made arguments about the costs incurred by her mother-in-law to travel back to her home in the UK. I understand the connection Ms H is making here because her mother-in-law had to pay for a taxi back to her house once they'd arrived in the UK. However, this isn't something the policy provides cover for. I also don't consider it fair for IPA to pay for those costs because Ms H is the insured party in these specific circumstances and IPA's responsibility is to ensure she is returned home and not her travelling companion.

In total, IPA has paid £475 compensation to Ms H which I think is fair and so I make no further award in the circumstances.

### **My final decision**

My final decision is that I uphold Ms H's complaint and Inter Partner Assistance SA must now;

- Pay for Ms H's travelling companion's accommodation costs;
- Pay for the lost designer sunglasses subject to the remaining policy terms;
- Pay £175 for Ms H's half of the lost cash gifted as a wedding present;

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 2 October 2024.

Scott Slade  
**Ombudsman**