

## **The complaint**

Mrs T has complained about the way Inter Partner Assistance SA (IPA) handled a claim that she made on a travel insurance policy.

## **What happened**

Mrs T sustained an injury on a ski trip in February 2024. As her leg was immobilised, she was unable to use the coach transfer to the airport and the single airline seat that she'd booked, so she therefore required IPA's assistance for repatriation back to the UK. She also made a claim on the policy for expenses and unused costs.

Mrs T's complaint relates to a number of issues with the repatriation process and a delay in settling the claim. In responding to the complaint, IPA partially upheld it. It accepted that there had been poor case management and communication, leading to delays. It apologised and paid £200 compensation for distress and inconvenience.

It did not uphold the part of her complaint about having to fly back to the UK with a different airline. Mrs T was booked on a return flight with three other members of her family on 17 February 2024. Ideally, she wanted to stay on the same flight but with the purchase of additional seats for her braced leg. However, IPA said that particular airline did not accept passengers who could not bend their knee for take-off and landing. It said that the second page of a medical document Mrs T had been asked to complete was missing – and it was that page that contained a question about whether or not she could bend her knee. As such, it arranged for her, and one other member of her family, to return to the UK with a different carrier.

Our investigator didn't think that IPA had handled the claim efficiently. She also said there was no evidence to show that Mrs T's scheduled airline wouldn't have accepted her onto her original return flight or that she'd been asked to complete the missing page of the document. Due to that, and further delays in settling the claim, she recommended that IPA should pay an additional £100 compensation.

IPA accepted the outcome reached by the investigator. However, although Mrs T agreed with what the investigator had said, she didn't think that £300 was sufficient compensation. Therefore the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

It's not in dispute that the claim wasn't handled as well as it should have been. IPA accepted the investigator's findings. Mrs T also agreed with the assessment of what had happened.

The matter at hand is what would be a suitable amount to compensate Mrs T for the errors that occurred.

Mrs T has said that the only way to deal with companies like IPA is to hit them in the pocket.

It's important to make clear that we are not the industry regulator. We have no power to regulate the financial businesses we cover, nor to direct them to change their processes or procedures. And we have no powers to fine them. I believe that Mrs T understands this, as she has mentioned that she plans to approach the regulator separately.

Our role is to investigate individual complaints made by consumers to decide whether, in the specific circumstances of that particular complaint, a financial business has done something wrong which it needs to put right. And when looking at compensation for individual complainants, we look at the overall impact that any poor service had.

IPA didn't follow through with its promised actions after Mrs T first contacted it. This meant that she had to chase them for progress. Although she was able to fly home on 17 February 2024, the plans only came together at the last minute, so Mrs T endured a few very stressful days of not knowing what was going to happen. Poor communication had a negative impact, such as the taxi arriving unnecessarily early in the morning, meaning that Mrs T had to spend extra time at the airport before check-in. Of course, she was having to deal with all of this at the same time as being incapacitated due to her injury. And there were then delays in settling the claim for costs, which meant that Mrs T also had to send chasers about that.

I therefore appreciate why Mrs T feels that a higher level of compensation should be due. However, as an informal dispute resolution service, our awards are more modest than she might expect and likely less than a court might award.

I've considered all the evidence and thought carefully about what Mrs T has said. However, overall, I'm satisfied that £300 compensation is fair and reasonable for the distress and inconvenience caused.

### **My final decision**

For the reasons set out above, I uphold the complaint and require Inter Partner Assistance SA to pay £300 total compensation for distress and inconvenience. It should make this payment now if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 28 November 2024.

Carole Clark  
**Ombudsman**