

The complaint

Mr M and Mr Y are unhappy with the assistance provided by Inter Partner Assistance SA ('IPA') under a travel insurance policy they and their children had the benefit of, after Mr M was injured on holiday.

All reference to IPA includes its agents.

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.

IPA accepts that they should've provided better service and support to Mr M after IPA was contacted for assistance. In total, it's paid £350 in compensation to reflect the impact of its errors.

I know Mr M and Mr Y will be disappointed, and they feel very strongly that they should be awarded further compensation, but I'm satisfied £350 fairly and reasonably reflects the distress and inconvenience they experienced because of IPA's errors. I'll explain why.

IPA accepts that there were avoidable delays in communicating with Mr M and Mr Y whilst abroad and again, after they returned to the UK, when they chased for updates about when the claim would be paid.

IPA accepts that it should've better managed Mr M and Mr Y's expectations and this would've avoided the number of calls Mr M made. I'm satisfied this needlessly caused further frustration and put Mr M to unnecessary trouble whilst abroad and, again, after returning to the UK.

Mr M says that whilst abroad and due to the time difference, he would call IPA in the early hours of the morning, causing additional stress and inconvenience and ruining the final few days of their holiday. But I've seen nothing which convinces me that Mr M needed to make calls to IPA at those times specifically.

So, I'm not persuaded that it would be fair and reasonable for me to take the time of day he made the calls into account when considering fair compensation in this case.

I am, however, satisfied that the impact on Mr M and Mr Y would've been exacerbated by IPA's final response letter dated June 2024, referring to Mr M's son as being the one who was injured abroad whereas it was Mr M.

I can understand why Mr M and Mr Y (reasonably) felt that their complaint hadn't been investigated properly because of this, causing further frustration and upset.

I'm satisfied that Mr M was put to inconvenience of having to rearrange seats on the return flight to the UK to ensure that they were arranged in time.

Mr M and Mr Y say that because of IPA's delays whilst still abroad, they missed out on securing two business class seats (one for Mr M and the other for his son), which had been approved by IPA. By the time the seats were booked, only one business class seat remained. That resulted in an economy seat being booked for Mr M's son so that he could sit with Mr Y and his child (instead of the premium economy seats that had originally been booked for Mr M and his son).

Mr M and Mr Y say that they'd originally made two separate bookings, to sit apart accompanying one child each due to (what Mr M describes as) behavioural issues. And Mr M not being able to sit with his son resulted in an unnecessarily stressful long-haul flight back to the UK for Mr Y. I have no reason to doubt what Mr M and Mr Y say about that and I find their submissions on this point to be persuasive, plausible and consistent. I accept what they say.

However, Mr M and Mr Y haven't provided any documentary evidence in support that there were two business class seats available. So, on the balance of probabilities, I'm not persuaded that both seats were available at the time (or would've still been available had IPA not delayed booking them after the seats had been pre-authorised).

Alternatively, even if I found that IPA unreasonably did delay booking the business class seats back to the UK and this resulted in only one of the seats being available, I'm still satisfied that £350 fairly and reasonably reflects the overall impact on Mr M, Mr Y and their children of the errors accepted by IPA.

That includes the stress caused by Mr M travelling alone in business class, Mr Y travelling with both children in economy class and one of the children sitting in economy class rather than business class.

I've taken on board all other points made by Mr M and Mr Y, including what they say about IPA saving thousands of pounds by not paying for a business class flight for Mr M's son. However, when considering compensation for distress and inconvenience, I'm looking at the impact of IPA's errors on Mr M, Mr Y and their children, rather than the savings made by IPA.

My final decision

I find that Inter Partner Assistance SA doesn't need to do anything more to put things right. So, for this reason, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr Y to accept or reject my decision before 19 June 2025.

David Curtis-Johnson
Ombudsman