DRN-5764989

The complaint

Mrs R and the estate of Ms C complain about how Inter Partner Assistance SA ('IPA') handled a travel insurance claim.

All references to IPA include the agents appointed to handle claims and complaints on its behalf.

What happened

Mrs R and Ms C were insured under a travel insurance policy, provided by IPA.

Unfortunately, while on holiday abroad, Ms C had an accident and was admitted to hospital.

IPA paid to extend Mrs R's accommodation and, in response to concerns raised about the hospital, said it wasn't unsuitable. It subsequently became apparent that Ms C had a heart condition (amongst other medical conditions) which IPA hadn't been told about when the policy was purchased. Mrs R wanted Ms C to return to the UK for further surgery, but IPA said it needed Ms C's medical records before it could confirm next steps. Very sadly, Ms C died while still abroad.

Unhappy, Mrs R complained to IPA, who acknowledged failings in how it had handled the claim and paid £300 compensation.

Mrs R brought the matter to the attention of our Service and one of our Investigators looked into what had happened. He said, amongst other things, that IPA should pay Mrs R £500 compensation. Mrs R accepted this, but IPA didn't respond so the complaint has now been referred to me to make a decision, as the final stage in our process.

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'm very sorry to hear about the sad circumstances which led to this complaint, and I'd like to offer Mrs R and her family my sincere condolences for their loss. I've set out only a brief summary of the background to this complaint and this isn't intended as any discourtesy but instead reflects the informal nature of our service. I want to assure Mrs R that I've taken into account and understood everything she has said about the events which took place.

IPA said, as it hadn't been told about a number of Ms C's previous medical conditions, it was only responsible for paying 28% of this claim. Despite repeated requests from our service, IPA hasn't provided any underwriting evidence in support of its position, nor has it provided us with the medical questions asked at the point of sale or with Ms C's medical records.

It's unclear whether there is any outstanding financial loss remaining on the part of Mrs R. As far as I'm aware, the full accommodation costs as well as the repatriation costs following Ms C's sad passing were paid by IPA. And IPA's claim notes say the hospital confirmed no money was owed to it.

However, for the avoidance of doubt, if there are any claim costs outstanding in this case (including any hospital benefit payment due to the estate of Ms C), then IPA should now pay these in full, taking into account the remaining policy terms and conditions. Interest should be added in line with our general approach. This is because IPA has provided no evidence to demonstrate that Ms C made a qualifying misrepresentation under the Consumer Insurance (Disclosure and Representations) Act 2012 and it's not therefore fair or reasonable for IPA to rely on the remedy of proportionate settlement of a claim set out therein.

Industry rules set out by the regulator say insurers must handle claims promptly and fairly and provide reasonable guidance to help a policyholder make a claim, as well as appropriate information on a claim's progress. Consumer Duty principles say a firm should adequately support customers throughout the lifecycle of a claim. I've taken these rules into account when making this final decision and I think it's fair to say there were very clear failings by IPA when dealing with this claim.

IPA's contact notes show lengthy and unexplained gaps in claims activity, significant delays in responding to Mrs R's requests for callbacks and an almost total failure to keep Mrs R updated when she was in a vulnerable situation abroad. Mrs R was repeatedly told IPA's medical team would be in touch with her, but IPA displayed no urgency in arranging for this, despite being fully aware of Mrs R and Ms C's circumstances. IPA's contact notes show it was over two weeks after the claim was originally notified before IPA provided Mrs R with any sort of meaningful update.

I think it would have been reasonable for IPA to request the medical information it needed from Ms C's GP sooner than it did, which IPA has acknowledged it could have done well over a week earlier. I'm not satisfied, based on the information I've seen, that IPA's request for medical information was accurately sent initially or that the information request was chased as it should have been. I'm also not satisfied that IPA acted to review the medical information as soon as it could have once it was received.

Furthermore, I think IPA could have displayed more sensitivity and efficiency in dealing with matters after Ms C's sad passing.

Overall, Mrs R was given very minimal assistance by IPA, which falls far below the level I'd expect from a travel insurer dealing with an emergency medical situation like this one.

I have no power to punish a business through an award of compensation and there is no amount of money which can ever fully reflect the difficult and upsetting experience Mrs R went through abroad. And, while I appreciate IPA may have lost an opportunity to bring Ms C back to the UK for further treatment, I can only base my award of compensation on the facts as they actually happened and not on hypotheticals. Having taken into account our guidance on the payment of compensation for distress and inconvenience, I think an award of £500 compensation is fair and reasonable in the circumstances for the serious impact of IPA's errors on Mrs R. For the avoidance of doubt, this includes the £300 which IPA has already paid.

As Mrs R is aware, IPA isn't responsible for the actions of the hospital. Standards of hospital care abroad can often be far lower than we might expect to receive under the NHS. Based on the information I've seen, I don't think I can fairly conclude that IPA should reasonably have considered moving Ms C to another hospital in these circumstances.

If Mrs R wishes to make a claim under the legal expenses section of her policy, then she'd need to contact the claims line or use the online claims registration form, the details of which are set out in the terms and conditions of her policy. Mrs R may also wish to consider

making a claim under the personal accident section of the policy. If IPA doesn't respond to these claim enquiries, or if Mrs R is unhappy with the outcome, she would need to complain to IPA in the first instance before bringing a new complaint to the attention of our service.

Putting things right

Inter Partner Assistance SA needs to put things right and do the following:

- Pay any outstanding claim costs (including any hospital benefit payment) in line with the terms and conditions of the policy;
- Add interest at 8% simple per annum from the date the costs were paid until the date of settlement;
- Pay a total of £500 compensation for the distress and inconvenience which Mrs R experienced.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mrs R and the estate of Ms C accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

I'm upholding Mrs R and the estate of Ms C's complaint about Inter Partner Assistance SA, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and the estate of Ms C to accept or reject my decision before 17 September 2025.

Leah Nagle
Ombudsman