

The complaint

Mr S and Miss B are unhappy with the assistance received from Inter Partner Assistance SA ('IPA') under their travel insurance policy ('the policy'), whilst abroad.

All reference to IPA includes its medical assistance team and other agents. Although Mr S and Miss B are being represented in this complaint by a family member, for ease, I've referred to Mr S and Miss B throughout as they had the contract of insurance with IPA.

What happened

Mr S and Miss B were abroad, on holiday, when Mr S was violently assaulted. He attended hospital after sustaining facial and head injuries and underwent some tests. Some fractures were identified which didn't need surgery. He was discharged with stiches and a drainage tube as he had a large haematoma.

They ended up staying abroad around three weeks beyond their intended return date to the UK.

Mr S and Miss B are unhappy with the assistance received by IPA under the policy including:

- the transportation arrangements made, which led to delays in Mr S accessing the medical treatment he needed and issues moving them to alternative accommodation.
- the way IPA handled extending accommodation abroad.
- not responding to requests to access legal assistance under the policy, including when Miss B was required to attend court in the country they were visiting.

Further, when discharged from hospital, Mr S was told that he'd need to return in around four days to have a drainage tube removed but he and Miss B say that this wasn't facilitated by IPA within a reasonable time. As a result, they say that Mr S has been left with lasting damage.

IPA looked into Mr S and Miss B's complaint. It agreed that there had been some service failings. It apologised and offered £300 compensation for the distress and inconvenience caused.

Unhappy, Mr S and Miss B brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and recommended that IPA pay total compensation in the sum of £500.

IPA accepted this recommendation. Mr S and Miss B didn't. They raised further points in reply and provided additional information. This didn't change our investigator's opinion. So, their 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.

That includes IPA's regulatory obligations (including its obligation to handle insurance claims promptly and fairly) and good industry practice.

I have a lot of empathy for what happened to Mr S and Miss B whilst abroad; it would've been a very traumatic and worrying time for them.

I've considered all the points they've made (along with all the other evidence). However, I won't respond to each of these. I hope they understand that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

So that everyone is clear, I've only considered issues complained about up to the date of the final response letter dated February 2025.

Medical and legal assistance

I know that it took a long time for Mr S to have the drainage tube removed. I can understand why this would've been worrying, given the initial medical advice that it should be removed within three to four days.

Having considered everything, I'm not persuaded that it would be fair and reasonable for IPA to be held responsible for this delay.

I'm satisfied that it was proactively contacting hospitals on the island Mr S and Miss B were staying to see if they had a department with the necessary expertise to assess Mr S and remove the drainage tube. This coincided with national public holidays, which impacted its enquiries and availability. Further, from what I've seen, I'm satisfied that some of the hospitals didn't have the specialist departments needed.

It also mentioned the possibility of Mr B going to an Accident and Emergency department but said it wasn't recommending this option at that stage. From the response IPA received from the family member it was in contact with at that time, I can also understand why it wasn't an option Mr S and Miss B wanted to pursue at the time (given what they say about Mr S's initial experience with an Accident and Emergency department).

An appointment was booked for Mr S to see a traumatologist on 10 December 2024 – just over a week after the drainage tube was inserted.

Unfortunately, upon arrival at the hospital, Mr S was told that it didn't have the correct doctor to assess his injuries. I don't think it would be fair and reasonable for IPA to be held responsible for this, given that it had been told that an appointment with a suitable medical professional would be available then.

An appointment with another medical specialist was then made for later that evening at the same hospital. Unfortunately, the transport that was booked by IPA to take Mr S to the hospital was late and when notified, I'm satisfied that IPA promptly tried to find out what happened. The transport company said that the driver had let Mr S know that they were on their way and Mr S had replied that the appointment had been cancelled. That's why the driver turned around and didn't collect them.

I can understand how frustrating this would've been for Mr S and Miss B. However, the transport company is independent of IPA. On the balance of probabilities, I'm satisfied that the transport had been booked by IPA, and I don't think it's responsible for what happened after. Once IPA was made aware that the transport hadn't arrived, it proactively made enquiries with the transport company, as I would reasonably expect it to have done in the circumstances.

I'm satisfied that IPA then tried to arrange another appointment. The next available appointment was on 16 December 2024, at a different medical facility.

I'm also satisfied that IPA checked with its medical team whether Mr S could be seen by a general doctor rather than a specialist, in case this could lead to him having an earlier appointment. However, the medical team advised that it was important that Mr S saw a specialist for drain removal and review of his facial fractures, prior to repatriation, and to assess whether he was fit to fly. Based on what I've seen, I don't think this was unreasonable, given the type of injuries Mr S had.

Mr S was advised at the appointment on 16 December 2024, that he needed to see a neurosurgeon due to his current bleeding. Further maxillofacial imaging was recommended to evaluate his injuries and plan further treatment. At that stage, I'm satisfied that the medical evidence supports that without a CT scan and follow up appointment, Mr S wasn't deemed fit to fly.

I'm satisfied that IPA then promptly looked into arranging a CT scan appointment for Mr S, and an appointment was booked for 20 December 2024. A follow up appointment was also booked for 23 December 2024 with a specialist, which I think was reasonable taking into account the weekend that fell between those two dates.

I'm also satisfied that, having reviewed the CT scan, the specialist deemed Mr S fit to fly on 23 December 2024, and that IPA then promptly suitable arrangements for his and Miss B's repatriation to the UK the next day.

I know Mr S and Miss B say that the delay in removing the drainage tube and stiches has led to permanent scarring and nerve damage. I'm very sorry to read this. However, overall, I don't think IPA is responsible for those delays.

Mr S and Miss B say that their family member was in regular, and repeated contact, with IPA for updates and, in an attempt to move things along. They say, at times, calls weren't handled empathetically. I can see that there was a lot of contact.

IPA accepts that it should've provided better service at times. It accepts that it didn't respond to repeated requests for legal assistance and a call which took place earlier in December 2024 should've been handled more professionally.

Mr S and Miss B's relative isn't a beneficiary of the policy. So, she isn't an eligible complainant for the purpose of this complaint. That means I have no power to direct IPA to pay any compensation to her individually for any distress and inconvenience she personally experienced because of IPA's errors in this case. However, I do accept that her experience is likely to have added to Mr S and Miss B's worries and distress at an already difficult time. And I've taken that into account when considering compensation to reflect the impact of Mr S and Miss B.

I accept that not responding to repeated requests about accessing legal assistance under the policy would've been frustrating. Looking at the policy, subject to the remaining terms and conditions, it does provide cover for legal expenses and assistance. It says it will:

Pay up to £50,000 for legal costs to pursue a civil action for compensation against someone else who causes you bodily injury...

I can see that there's reference to Miss B having to attend court whilst abroad shortly after the assault that had occurred. However, I think it's fair and reasonable to assume that this was in connection with criminal proceedings which isn't what this section of the policy covers.

However, I do think IPA should've done reasonably more to explain the cover available under this section of the policy to Mr S and Miss B so that they could understand their options.

There were several enquiries made about legal assistance under the policy and I do think IPA should've been more proactive. Although, it's unlikely that legal assistance would've been provided under the policy in relation to the court hearing abroad, this would've prevented many enquires being made and I think would've provided greater reassurance to Mr S and Miss B that IPA was providing reasonable and proactive assistance under the policy. IPA also accept that it hasn't been in contact with Mr B and Miss S about the legal assistance it may be able to provide under the policy.

Overall, I'm satisfied that £500 compensation fairly reflects the impact of IPA's errors on both Mr S and Miss B whilst abroad and situationally vulnerable.

Assistance with accommodation

Because Mr S and Miss B were unable to travel back to the UK as planned in early December 2024 due to Mr S's injuries, IPA agreed to cover their extended accommodation costs in line with the policy terms. Mr S and Miss B moved accommodation shortly after their original return date.

They're unhappy that they were asked to move accommodation again before they were repatriated to the UK. IPA says that this was due to its agents being unable to extend the booking. Therefore, they were unable to made direct payment to the accommodation provider. However, rooms were available at rates which involved the guests paying directly. IPA said it would provide cover and invited Mr S and Miss B to pay and then claim for the accommodation costs.

Mr S and Miss B didn't want to do this, so I'm satisfied that it was fair and reasonable for IPA to look into further accommodation for them and they agreed to move accommodation around 17 December 2024. I've seen nothing which convinces me that IPA's motivation to arrange Mr S and Miss B to move accommodation again was to make financial savings.

Unfortunately, the transport company didn't collect Mr S and Miss B to change accommodation at the time arranged. As I would reasonably expect, IPA made enquiries with the transport company. It was told that the driver had contacted Mr S and Miss B and was told that they were having lunch and to call back a bit later. The driver then had another journey to make and then there was an accident en route, meaning that they were further delayed. I know Mr S and Miss B were waiting many hours, but I'm satisfied that IPA isn't responsible for the delay in them being collected. Once IPA was aware of the extent of the delay, I'm satisfied that it did ask Mr S and Miss B to order a taxi from the hotel reception. I think that was reasonable in the circumstances.

Putting things right

I direct IPA to pay Mr S and Miss B £500 total compensation for distress and inconvenience (it can deduct from this amount, the sum of £300 it's offered, if already paid).

My final decision

I partially uphold this complaint to the extent set out above 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 and Miss B to accept or reject my decision before 5 February 2026.

David Curtis-Johnson
Ombudsman