

The complaint

Mr O complains about Inter Partner Assistance SA's ('IPA's') handling of his legal expenses insurance claim.

Any reference to IPA includes the actions of its agents.

What happened

Mr O held an annual travel insurance policy with IPA which included legal expenses cover. Whilst on holiday, Mr O was injured in a hotel when some furniture fell on him. Mr O went to hospital for treatment and the hotel covered this cost. After being discharged from hospital, Mr O took a taxi to the airport. Unfortunately, there was a dispute with the taxi driver which led to Mr O missing his flight.

After Mr O returned to the UK, he told IPA that he wanted to take legal action against the hotel. He then sent IPA supporting documents for his claim.

When Mr O didn't hear back from IPA, he contacted this service in early February 2025. We told him he needed to make a complaint to IPA in the first instance. Mr O complained to IPA in May 2025.

IPA issued a final response to the complaint on 30 June 2025. It said Mr O's claim hadn't been referred to its legal (expenses) team. It apologised for its handling of the matter and paid Mr O £100 compensation. It confirmed it would review his claim and update him within ten working days. Unhappy with this response, Mr O asked this service to consider his complaint. IPA later turned down his claim.

Our investigator looked into things, but didn't recommend the complaint be upheld. She agreed that IPA ought to have progressed a legal expenses claim for Mr O. However, she thought that IPA's apology for failing to do this and the £100 compensation it had paid was reasonable in the circumstances.

Mr O didn't accept our investigator's findings and so the matter 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr O's complaint.

The policy includes cover for legal expenses. It says IPA will pay up to £50,000 for legal costs to pursue a civil action for compensation, against someone else who caused the

insured bodily injury, illness or death. The policy says to make a claim under this section of cover, the insured should call IPA and provides a phone number.

IPA has provided its phone notes, which I've considered.

After the incident, Mr O spoke with IPA's travel assistance company. The parties discussed obtaining a medical report, and whether Mr O was fit to fly. The assistance company emailed Mr O on 10 January 2025 about that travel insurance claim.

Mr O then spoke with IPA and said he wanted to seek advice for legal action against the hotel. IPA asked him for details so it could escalate his claim to its legal (expenses) team.

Mr O emailed the travel assistance company on 11 January 2025 with a summary of what had happened as well as supporting documentation for his legal expenses claim. Though I note he didn't mention in that email that it referred to a legal expenses claim.

Mr O called IPA on 20 January 2025 to check it had received his email, and IPA said it couldn't find this. Mr O therefore resent it (again, to the travel assistance company) on 9 February 2025.

On 20 February 2025, IPA added a file note to say it would escalate the legal (expenses) claim and send an email to Mr O to confirm. Though nothing then happened until Mr O made a complaint in May 2025. IPA then progressed the claim in June 2025.

It seems the initial confusion likely arose because there was a travel insurance claim being dealt with by the travel assistance company, and Mr O had emailed the supporting documents for his legal expenses claim to that travel assistance company rather than IPA.

Nonetheless, Mr O had made it clear to IPA that he wanted to raise a legal expenses claim. And it failed to escalate the claim to the legal expenses team when it ought to have done, despite its file note stating it would do so on 20 February 2025.

IPA paid Mr O £100 compensation for failing to progress his claim when it ought to have done, so I've thought about whether this was reasonable compensation. In doing so, I've taken into account the guidance on our website, and I think this fits the category we describe as follows:

An award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation.

As I've said, IPA's error here was not progressing Mr O's legal expenses claim when it should have done on 20 February 2025. This was a single mistake. Though I've also taken into account that after Mr O had resent IPA his documents on 9 February 2025, he didn't then contact IPA again until making a complaint in May 2025. So, whilst I can appreciate his frustration with IPA's handling of the matter, I don't think he was caused any particular distress or inconvenience as the only difference is that Mr O's claim was declined later than it otherwise would have been had it been considered earlier, but the overall end position was the same regardless.

Taking everything into account, I'm satisfied that IPA's compensation payment of £100 and its apology was reasonable in the circumstances and so I'm not requiring IPA to take further action.

My final decision

My final decision is that I don't uphold this complaint, as I find that Inter Partner Assistance SA has already paid reasonable compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 18 February 2026.

Chantelle Hurn-Ryan
Ombudsman