

## **The complaint**

Mrs B and Mr B complain about the medical assistance they received from Inter Partner Assistance SA following a claim on their travel insurance policy.

## **What happened**

Mrs B and Mr B bought a single trip travel insurance policy underwritten by Inter Partner Assistance SA ("IPA"). The policy provided cover from 6 to 21 December 2022, for an overseas cruise, but during that trip Mr B became unwell.

Mrs B and Mr B disembarked in a country I'll call "B" and Mr B was taken to hospital for treatment. A claim was raised with IPA on 10 December 2022, but while IPA accepted and later settled that claim, Mrs B and Mr B were unhappy with the way it'd handled matters throughout it and complained.

In summary Mrs B and Mr B complained there was a lack of communication and assistance from IPA while they were overseas. They said they were unhappy they'd found themselves arranging their own return home once Mr B was discharged. And they raised issue with the out of pocket expenses payment IPA had subsequently made.

IPA didn't agree that it'd failed to provide assistance. It explained it had been unable to cover costs straight away and highlighted some of the difficulties it'd had in trying to contact various parties during that time, including Mrs B and Mr B. IPA did however agree there'd been a delay in the out of pocket expenses settlement and paid £100 compensation as an apology for the trouble and upset that caused.

Unhappy, Mrs B and Mr B approached this service, but having looked at the timeline of events our investigator they didn't think IPA had acted unreasonably during Mr B's hospitalisation. They also thought the apology and compensation for the delay in making payment was reasonable. And so they did not recommend the complaint be upheld.

Mrs B and Mr B disagreed and explained Mr B was experiencing ongoing anxiety because of the way the hospital had described his condition. They said they couldn't believe they'd boarded a plane home without IPA's assistance, and while they appreciated the difficulties it had faced IPA had a duty of care to them which had not been undertaken.

Our investigator empathised with Mrs B and Mr B's experience but explained IPA had made a reasonable effort to progress their claim and hadn't been responsible for the service received from the treating hospital. So, as no agreement was reached the complaint was passed to me 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.

Mrs B and Mr B have set out their position at length and I thank them for doing so. Although I

have considered everything I'll not be responding to each and every point raised. I'll focus instead on those matters I consider to be central to the outcome of this complaint.

Though I realise Mrs B and Mr B may be further disappointed by this, I'll not be upholding this complaint for the following reasons:

- IPA had a responsibility to handle claims both promptly and fairly and not reject them unreasonably. It was entitled to assess the claim being presented to it before determining cover, and that did involve it needing a variety of information such as records about Mr B's current and historical health.
- Mrs B and Mr B say there was a lack of communication and assistance from IPA once their claim was raised but having looked at what happened and when I can't fairly agree. There weren't any avoidable and unreasonable delays from IPA, and the available evidence shows a number of IPA's attempts to obtain the information it needed to determine cover were unsuccessful. I don't think it necessary for me to recite the entire timeline of events here, but as an example I note:
  - IPA was notified of the claim on 10 December 2022. On the same day it then made a number of attempts to contact the hospital (to request a medical report) but was only able to obtain a verbal update from it, attempted to speak with the medical team on board the cruise ship, and had difficulties getting back in touch with Mrs B.
  - IPA received an update on Mr B's condition on 11 December 2022, but it still didn't have all of the information it needed (such as the medical history from Mr B's GP) to reach a coverage decision at that point.
  - IPA was able to request the medical history on 13 December 2022 having received appropriate consent to do so and obtained it on 14 December 2022. Cover was agreed the same day but IPA could not reach Mrs B and Mr B to advise of this.
- Mrs B and Mr B say IPA should have sent a representative out to them while they were in B. Given the issues they faced with the treating hospital and the limited signal they've spoken of having there too, I understand why Mrs B and Mr B feel this way. But providing in person representation wasn't a provision their policy provided for here. And while I'm sorry to hear about experiences Mrs B and Mr B had at the treating hospital, IPA weren't responsible for the facility or its actions so it would be unfair of me to hold it accountable as being so.
- IPA made multiple attempts to communicate with Mrs B and Mr B throughout their claim. Many of those, especially once it had reached a coverage decision, were unsuccessful. I recognise the impact Mrs B and Mr B say this had on them, but IPA's attempts do appear to have been reasonable.
- I'm sorry that Mrs B and Mr B arranged their own travel home too. Based on the available evidence IPA was not in a position to determine coverage before it did. And again, once it had determined coverage it was unable to reach Mrs B and Mr B to then provide any ongoing assistance with this.

Again, I recognise my findings will likely disappoint but in all the circumstances I think IPA handled this claim promptly and fairly. I am not persuaded I can fairly uphold this complaint as a result, but I do hope that Mrs B and Mr B will understand my reasons for this

Separately, I note the issues around the of out of pocket expenses no longer appear to remain in dispute. However, for the avoidance of any doubt I think the apology and compensation already provided by IPA in relation to this is both a fair and proportionate reflection of the impact the delay caused.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 17 November 2023.

Jade Alexander  
**Ombudsman**