

The complaint

Mr S complains about the service provided by Inter Partner Assistance SA (IPA) when making a repatriation claim on his travel insurance policy.

Any reference to IPA includes the actions of its agents.

What happened

Whilst on holiday, Mr S fractured his hip. Mr S was taken to hospital and had an operation. This all occurred on 21 April 2023. Mr S contacted IPA to inform them of his situation on 22 April 2023. He provided some medical information and advised he'd been told he might be fit to travel by 24 April 2023. On 23 April 2023, which was a Sunday, IPA contacted the hospital and spoke to a ward nurse. IPA were informed of the following:

- Mr S wasn't fit to fly at this present time.
- They should call back the following day to discuss repatriation with the surgeon in charge of Mr S' care.
- The medical report wouldn't be available until the following day.
- An ambulance would be more comfortable than the camper van Mr S had originally planned to return home in.
- Mr S would be able to leave for home on either 24 April 2023 or 25 April 2023.

On 24 April 2023, Mr S asked the hospital if he could leave and was driven home by his friend in their camper van as originally planned. Whilst on the journey, Mr S informed IPA that he was on his way home.

On returning home, Mr S informed IPA that he was unhappy that they hadn't arranged for his repatriation and as a result, he'd suffered significant pain on the journey home. IPA agreed that their communication could have been better and initially offered Mr S £100 compensation for the trouble and upset caused. This was later increased to £200. Mr S was unhappy with this offer and so brought the complaint to our service.

Our investigator thought that IPA's offer was fair. Mr S didn't accept the outcome. He felt that it wasn't his responsibility to contact IPA as they hadn't contacted him at all. He also felt that the claim would have cost IPA more than they'd offered in compensation.

As no agreement could be reached, the complaint has been 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether IPA acted in line with these requirements when handling Mr S's claim.

IPA has accepted that their service wasn't as they'd expect, so this isn't in dispute. In this decision I have concentrated on whether the £200 compensation is fair and reasonable.

Under his policy, Mr S was covered for the cost of repatriating him home. Mr S was also covered for any additional transport or accommodation expenses if his holiday had to be extended. However, the policy has the following special condition relating to claims:

'If you suffer **bodily injury**, illness, disease or **complication of pregnancy** we reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **United Kingdom** at any time during the **trip** or **one-way trip**. **We** will do this if in the opinion of the (Agent) or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and/or travel safely to **your home area** or a suitable hospital nearby to continue treatment.'

At the point that Mr S started his journey home, IPA hadn't received the information they needed from Mr S' medical practitioner to confirm that he could be moved safely. I wouldn't expect IPA to start repatriation until they had this confirmation. Based on the timeline of events, I don't think IPA's actions in trying to arrange repatriation has been unreasonable. I say this as on the 23 April 2023 the ward nurse had asked them to call back the following day. However, by lunchtime on 24 April 2023, Mr S was already making his own way home. Although I can see that IPA had given Mr S travel assistance information and a contact number, I think it would have been appropriate to let him know that they were waiting on information from the hospital.

Whilst I empathise with Mr S' situation and acknowledge that his journey home must have been uncomfortable and painful, I don't think IPA can be held liable for this. Whilst I do accept that IPA should pay Mr S compensation for the service he received, I think that in the circumstances IPA's offer is fair and reasonable.

My final decision

Inter Partner Assistance SA has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Inter Partner Assistance SA should pay £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 December 2023.

Anthony Mullins
Ombudsman