

The complaint

Mr X is unhappy that Inter Partner Assistance SA (IPA) ceased providing cover under his travel insurance policy whilst abroad. He's also unhappy with the assistance and service he received before it ended cover.

What happened

Mr X has a travel insurance policy linked to his bank account ('the policy'). He booked a trip abroad, to a country I'll refer to as 'U', commencing February 2023.

Whilst abroad, Mr X says he became unwell and couldn't make his return flight. Mr X didn't notify IPA of this until a couple of days after. But it agreed to provide assistance and cover the costs of accommodation on the condition he provide it with updated medical reports about his health, the reasons why he wasn't fit to fly and evidence that he tested positive for Covid-19 (and that he hadn't received a negative test subsequently).

Between the date Mr X first contacted IPA for assistance - around 23 February 2023 - and IPA taking the decision to end cover under the policy - on 7 March 2023 - IPA had arranged a few return flights for Mr X which ended up being put back and rearranged because Mr X says he wasn't well enough to travel.

During this period, Mr X provided several medical reports – based mainly on telephone consultations with medical professionals. And, at various times, IPA requested that Mr X obtain more detailed medical reports.

Further, Mr X required assistance from IPA to arrange alternative accommodation for him whilst away. He says his requests were handled very poorly, causing him significant upset.

Mr X says he's autistic and his symptoms are exacerbated by stress. And that IPA failed to understand from the outset the way in which his autism impacts him. So, it failed to make reasonable adjustments to the way in which it communicated with him and, on occasions, when arranging suitable accommodation for him.

IPA ended up ceasing cover under the policy whilst Mr X was still abroad because it said he had tried to exaggerate his claim and made a deliberate misrepresentation about the cabin class he'd originally booked for the return flight. It also said he hadn't provided documents required to substantiate that he wasn't well enough to fly back to the UK and it wasn't able to continue supporting his claim any further.

It said it would cease covering any further expenses incurred by Mr X in respect of his trip to U, although it said it wasn't going to seek to recover from him the expenses it had already paid under the policy.

Further, IPA didn't withdraw the offer to cover the flight home it had already arranged for Mr X to travel back to the UK, on 9 March 2023. Mr X ended up flying back to the UK on 10/11 March 2023.

Unhappy with the way in which he'd been treated, Mr X complained to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold the majority of Mr X's concerns. She concluded that IPA had acted fairly and reasonably by ending cover under the policy when it did.

However, she didn't think IPA had fully understood the impact Mr X's autism had on him and if it had sought to understand his needs, it could've provided him with a better service and managed his expectations around certain issues relating to his claim and the assistance being provided. She recommended IPA pay Mr X £250 compensation for distress and inconvenience.

IPA accepted our investigator's recommendation. Mr X did not. So, his complaint was passed to me to consider everything afresh to decide. I issued my provisional decision in July 2023, also partially upholding Mr X's claim. I explained why I intended to direct IPA to do more to put things right. An extract of my provisional decision is set out below.

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At the outset I acknowledge I've summarised this complaint in far less detail than the parties have, and in my own words. I'm not going to respond to every single point made. 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 it's 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 individual point to be able to reach what I think is a fair and reasonable outcome here.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers. It also says they should handle insurance claims promptly and fairly - and a claim shouldn't be unreasonably rejected.

Did IPA fairly end cover under the policy?

Exaggerating the claim / making a deliberate misrepresentation

IPA's contact notes reflect that on 7 March 2023, it discovered that Mr X had modified an email he'd received from the airline dated 22 February 2023 ('the airline's email'). And rather than void the entire policy, it decided to cease cover for the trip to U with immediate effect.

I think the Insurance Act 2015 is a relevant consideration in this case as it's relevant law. Essentially, that says if a claim is false or exaggerated, it's fraudulent and the insurer can act in response, including not paying the claim and seeking reimbursement for the monies paid for the fraudulent claim.

Further, the general conditions of the policy terms and conditions say:

You must comply with the following conditions to have the full protection of this policy. If you do not comply we may at our option refuse to deal with your claim, or reduce the amount of any claim payment.

And:

...If you or anyone acting for you in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate

misrepresentation or omission of facts in order to misrepresent the true situation, this policy shall become void. We may inform the police and you must repay to us any amount already received under the policy.

But I don't think it was fair and reasonable for IPA to rely on that term to decline the claim in the circumstances of this case. I'll explain why.

Mr X provided the airline's email to IPA around 24 February 2023 and it had been uploaded to its system. The airline's email is dated 22 February 2023 and says Mr X didn't arrive for his flight on "Monday evening". I'm satisfied that he uploaded the airline's email at the time to support he didn't take his arranged flight back to the UK.

When providing the airline's email to IPA, Mr X had redacted an email the airline had sent him a couple of days prior (on the date he was due to fly back to the UK) – which was part of the email chain ('the redacted email').

The redacted email reflects that he'd received a complimentary upgrade to upper-class on the outbound flight to U. And it couldn't facilitate the same arrangement for the return flight. He was invited to speak with the check in desk on arrival at the airport to see if he could purchase an upgrade. But upper class was fully booked so only premium economy would be available. He was also told of his seat number if he wished to remain in the economy cabin.

Mr X says that he redacted this part of the email chain because he's very sensitive about keeping his data protected, which is heightened because of his autism. I'm satisfied that he's been very consistent that this is very important to him. And I find his submissions plausible and credible. I accept what he says about that.

I'm not persuaded that Mr X was intending to deliberately misrepresent the class of return flight he'd booked. Nor am I persuaded that he redacted this part of the email chain at the time it was uploaded because he was intending to exaggerate his claim. Or that he didn't want IPA to see the content of the redacted email because it showed that he'd booked an economy class return flight.

The airline's email was uploaded many days before IPA and Mr X started discussing the return flight home. Mr X had also provided IPA with a ticket headed "interrupted travel" which was also sent on 24 February 2023. That clearly shows the flight number, the times for the return flight, the allocated seat number and that it's in "economy". Both documents were uploaded at the same time. So, I think it's unlikely that Mr X would've provided IPA with this ticket if he was intending to exaggerate his claim by redacting the email chain as IPA has concluded.

It's clear from IPA's contact notes that Mr X told IPA that he wanted to fly back to the UK in premium economy. There's also mention of him wanting to fly back first class as he'd flown first class to U. But I don't think Mr X told IPA that his original itinerary included a premium economy return flight back to the UK. I think IPA has unfairly misinterpreted what Mr X has said.

IPA's contact notes reflect that on:

- 2 March 2023: Mr X "found out the flights were economy options and he said he won't accept it as initial trip was in 1st class".
- 3 March 2023: IPA again asked for Mr X to provide his flight booking confirmation to book his return ticket with "the same conditions as per your policy terms and conditions". An email is also sent on the same date requesting Mr X's full flight

booking confirmation which shows his cabin class.

- 4 March 2023: IPA's representative called to ask him about his return flight and that it was still waiting for his flight booking documents as it only had his outbound boarding pass on file. Mr X became aggressive when asked for inbound flight booking document as he says he sent that a week ago.
- 4 March 2023: Mr X demanded business class as he flew business class. I asked him to send proof that he flew business class.
- 5 March 2023: boarding pass was received...boarding pass showing premium.
- 5 March 2023: Mr X was unhappy that he'd sent his boarding pass confirming that he was flying premium economy and still IPA was booking an economy seat. He was told that IPA was booking him a premium class seat.

I'm satisfied that Mr X had paid extra to travel premium class to U (and he was also given a complimentary upgrade to fly upper class on the way to U). And, based on what I've seen, as reflected above, I'm satisfied that he was trying to convey to IPA that he'd paid to fly to U premium economy and that he should therefore be entitled to a premium economy return flight.

He may have been mistaken in that belief, but I'm not convinced, on a balance of probabilities, that he was seeking to exaggerate his claim by at any time claiming to have paid or booked a return flight back to the UK premium class. And the boarding passes IPA has on file from Mr X don't show that he'd misrepresented pre-paying for a premium class return ticket. Indeed, the boarding pass Mr X sent is for the outbound flight to U and shows that he'd been booked into premium class.

It's unclear why IPA agreed to book a premium class ticket for the return flight to the UK relying on the boarding pass for the outbound ticket. But I don't think I can fairly conclude that this was based on any misrepresentation made by Mr X. If it had any further queries, IPA was free to raise these with Mr X before agreeing to cover a premium class return flight. But it didn't.

I'm satisfied that the documents Mr X provided at the time supported that he paid for a premium class ticket to U, rather than seeking to establish that he'd originally pre-booked and paid for a return premium economy class ticket.

I know IPA also says it's identified by using software that Mr X altered the original booking online booking information for the entire trip on 24 February 2023 when sending that document to IPA. However, it's been unable to identify what's been changed. I note that there is a redaction on the document but there's nothing to suggest – and IPA hasn't concluded – that anything relating to the class of ticket booked has been deleted. So, I've placed less weight on this and think it's most likely that the redaction relates to personal information belonging to Mr X such as his contact details given that the redaction is at the top of the page. There's nothing on the original booking confirmation reflecting the cabin class of either the outbound or inbound flights.

IPA also says Mr X was reluctant to provide evidence of his booking and boarding passes. I can see from the contact notes that he said on more than one occasion that such evidence had been provided around a week ago, which I'm satisfied is right. Mr X had emailed the information around 24 February 2023. So, I don't think his reluctance was suspicious; I can

understand why he didn't feel the need to send the same information again – although he did end up doing so.

Fit to fly

When ceasing to provide cover, IPA also said:

Since the beginning of your case we have received multiple medical certificates, none of which included information of any tests, investigations, lab results, treatments etc that would have medically justified your extended stay overseas. Most of these reports do not have any confirmed diagnosis, only one stating that you have COVID-19 as reported by you.

It's relied on the following clause of the policy's general conditions to also cease providing cover on 7 March 2023 whilst Mr X was still abroad:

You must provide all necessary documentation requested by us on page 26 & 25 at your expense. We may also request more documentation than what is listed to substantiate your claim. If you do not provide this any claim may be refused.

Again, I don't think it's fair and reasonable for IPA to rely on this condition to cease coverage of the claim at the time it did.

Mr X was told earlier on 7 March 2023 after its medical team had further reviewed the recent medical information provided on behalf of Mr X, that IPA would continue to cover the case "for now". I'm satisfied from reading the contact notes that this was due to the medical team concluding that it couldn't overrule the most recent medical report which concluded that Mr X had a viral infection and wasn't fit to fly.

IPA asked Mr X to confirm when he planned to make his follow up visit with his doctor so that it could further assist with accommodation. It also asked for Mr X to request a full medical report from the doctor on his next visit.

So, at the time that IPA notified Mr X that it would cease covering the claim with immediate effect, I'm not satisfied that Mr X was fit to fly – as evidenced by Mr X's medical report dated 6 March 2023, which wasn't contested by IPA's medical team. It had expected Mr X to obtain a further medical report the next time he visited the doctor – which wasn't unreasonable. But I don't think it was fair and reasonable for IPA to use that as a reason stop coverage.

The service provided to Mr X

Trying to establish whether Mr X was fit to fly

For the reasons set out above, I don't think IPA has fairly concluded that Mr X hadn't provided sufficient medical evidence, as requested, to enable it to continue coverage under the policy as of 7 March 2023.

However, I think it was fair and reasonable for IPA to request that Mr X provide updated medical reports throughout the period before then – and a positive Covid test – so that it could consider whether Mr X was fit to fly back to the UK. And whether it should continue providing cover for his expenses such as accommodation costs.

The initial medical report uploaded by Mr X dated 20 February 2023 reflects that he needs time to recuperate and should be excused from flying (later that day). He was "symptomatic"

and currently not feeling well. Given the lack of information, I think it was reasonable for IPA to request a more detailed medical report.

A medical report dated 25 February 2023 reflects that Mr X was feeling anxious secondary to his diagnosis with Covid and feeling overall discomfort. It was recommended that Mr X follow up in one week.

I understand that the reference to a positive diagnosis with Covid was based on a lateral flow test Mr X had carried out but hadn't provided evidence of this to IPA. Further, the medical report dated 25 February 2023 doesn't confirm the doctor saw a lateral flow test with a positive result.

So, I think IPA acted fairly by offering to arrange a personal visit to Mr X on 1 March 2023 for a Covid-19 test to be undertaken. I can understand the reasons why Mr X declined this offer – given his personal circumstances and that he was feeling particularly anxious at the time – but it's not unreasonable for IPA to request medical evidence to validate the claim to continue covering expenses under the policy. Nor do I think IPA acted unreasonably by taking steps to arrange a return flight for Mr X for around 3 March 2023 (which would've been day seven of his positive Covid-19 test) given the available medical evidence.

I can see that that return flight was subsequently put on hold given that Mr X said he was still feeling unwell, and then obtaining a further medical report dated 4 March 2023 which reflects that he was feeling sick and had a fever. But the report also reflected that a comprehensive physical examination couldn't be performed because the consultation took place over the phone. Mr X was advised to take a Covid test, and he was unable to fly until the results were known.

In the circumstances, I don't think IPA acted unreasonably by requesting Mr X visit one of its network of doctors in person, which he proceeded to do on 5 March 2023. That report reflects Mr X had a viral illness and it was recommended he didn't fly because he may be contagious to others.

I'm not a medical expert. But in light of this report, I don't think IPA unreasonably concluded that being potentially contagious to someone else didn't mean Mr X wasn't fit to fly. And the medical report doesn't set out any medical risks to Mr X if he did fly.

Mr X has referred to it being a criminal offence in the region he was in for someone to knowingly transmit an infectious disease. But having considered this health and safety code, I don't think this would be applicable in Mr X's situation because if he had flown at the time, it's unlikely he would be deemed to be acting with a specific intent to transmit an infectious disease to someone else particularly if he was able to take precautions to avoid transmission. I also note from the expenses Mr X is seeking to claim that he was frequently taking taxis during the period he says he was unwell so, it looks like the same legal risk would've applied if he wasn't taking precautions when taking those journeys.

But in any event, a further medical report dated 6 March 2023 reflects that Mr X saw a different practitioner also on 5 March 2023 and he was diagnosed with a viral upper respiratory infection. It's reflected that Mr X reported to have encountered someone who'd recently tested positive for Covid, and he was advised that he shouldn't fly at this time as he was considered to be contagious to others. Mr X was asked to follow up within the next week for further assessment.

That report was promptly provided to IPA on the same day and as a result, IPA's medical team concluded that it wouldn't go against the conclusions of the medical report I referred to above, IPA agreed to continue covering the claim "for now". That was to Mr X's benefit, and I

think this was fair and reasonable.

Arranging and authorising accommodation

From the outset, Mr X notified IPA that he was autistic. And it's also reflected in IPA's contact notes dated 25 February 2023 that Mr X informed IPA that his autism is exacerbated by anxiety and secondary to feeling unwell with Covid-19, he was feeling extremely anxious.

Around this time, it no longer became possible for Mr X to extend his stay at the hotel (and in the room) he'd booked as part of his original trip. So, he asked IPA to cover the cost of accommodation elsewhere under the policy.

IPA informed Mr X of the hotel and room type which its travel agent had found. Mr X was unhappy with the room size as it was much smaller than the room he'd booked and been staying in up until that point. He said he specifically booked that room because it was accessible and spacious. It was less claustrophobic and helped regulate his anxiety, heightened by his autism. He said the room he'd booked was 800 square feet whereas the room he was being offered was 270 square feet.

I can see that the communications around this time became strained and I don't condone the language that it's reflected Mr X used at the time in the contact notes. I can understand why IPA provided warnings about some of the language used, terminated calls and notified Mr X that if he continued to behave in this manner, it would consider only liaising with him in writing, rather than over the phone.

However, I also don't think IPA reasonably did enough at the outset to try to understand the impact Mr X's autism had on him and why, specifically, he required a larger room. If it had done so, I think it's likely that Mr X wouldn't have become as anxious and frustrated.

Under the policy terms, when a person's trip is extended because they're unwell, cover is provided for necessary and reasonable accommodation costs. I'm satisfied that Mr X tried to explain to IPA why, given his circumstances, an alternative room of similar size would be necessary and reasonable, and, from his perspective, I understand why he asked for other options. This conversation is noted to have taken place at 03.26am (GMT+1) on 26 February 2023; Mr X having first asking for an update about what was happening with his hotel accommodation, noted at 22:50 (GMT+1) on 25 February 2023, around five hours earlier.

Mr X was then informed Mr X at 03:46am (GMT+1) that it would need to obtain authorisation from IPA's underwriter after the weekend. For now, IPA could only offer him the hotel option already offered, and if he wanted a different room, he'd have to pay himself and then claim the cost back.

I accept from what Mr X said at the time that he was feeling very anxious. He said it was getting very late in U and he was worried where he was going to stay for the night. Mr X was put in a very vulnerable position, and I accept this needlessly exacerbated an already difficult and worrying time for him. Mr X then asked if he sent proof of his autism whether IPA could do anything more to help him. IPA's representative replied they would speak to their team leader and call him back as soon as possible, and within the next half an hour.

Despite Mr X calling IPA twice for updates, sending emails and being late evening in U, he didn't receive a call back until 07.20am (GMT+1) – more than three hours later. He was told that the manager hadn't approved his request. The contact notes reflect that the conversation between IPA's representative and their team manager took place around two hours before this. I can't see any reason in the notes why the call back to Mr X took so long and I think it was unreasonable in the circumstances of this case given how late in the day

this was, with him still not knowing whether a larger room would be authorised and given that he was told to expect a call back within half an hour which didn't happen.

It wasn't until 08.04am (GMT+1) that IPA's representative approved a room which was over 300 square feet in size which Mr X confirmed was the minimum size he'd require.

If IPA had tried to understand the impact of Mr X's autism and why he needed a bigger room than the one it had proposed, as I think it reasonably ought to have done, and hadn't unreasonably delayed making a decision, I think Mr X would've received the same information many hours before.

As it transpired due to the time IPA authorised the room agreed with Mr X, its agents weren't able to book the room for that night. So, I can understand why Mr X was so upset and frustrated by being told this – and that he would have to personally pay for the room, with IPA covering payment from the following day if available.

In an email dated 27 February 2023 to IPA, Mr X says he felt “violated, overwhelmed and stressed” by the experience on 25/26 February 2023 regarding the booking of the hotel room. He said it had made his health worse, that IPA had shown indifference to his autism – which he described as a disability – and that it failed to make reasonable adjustments.

He said that he arrived at the hotel after 23:30 local time, and on arrival was told that a room hadn't been booked. He said he was left in “limbo, stranded outside the hotel in treacherous conditions...left with no known expectations...” And the whole situation was made worse by his anxiety and autism. I've seen no convincing reason to doubt what he says about that, and I'm satisfied that this could've been avoided had IPA done what it should've earlier in the day.

I'm satisfied that Mr X experienced significant distress and inconvenience, particularly taking into account that he wasn't feeling well at the time.

Distress and inconvenience

In addition to the distress and inconvenience experienced by what happened on 25/26 February 2023, I'm satisfied for reasons set out above that Mr X was put to significant and unnecessary distress and inconvenience by IPA unfairly and unreasonably deciding to cease covering the claim and providing assistance to Mr X when it did on 7 September 2023.

I understand that Mr X ended up travelling back to the UK on 10/11 March 2023. That's after the return flight IPA had booked for him on 9 March 2023 before cover was withdrawn.

There's no way of knowing whether Mr X was fit to fly before the date he eventually travelled back to the UK and after IPA withdrew cover. Cover had been withdrawn so he was under no obligation to obtain a further medical report for IPA to consider. But given that Mr X didn't fly back on the flight IPA had booked for 9 March 2023, I think it's fair to assume in the absence of any other information to the contrary that he didn't feel well enough to take that flight and so took a different flight a day or so later.

I think being left with no insurance cover and having to continue to pay for his expenses when he'd already told IPA that he had limited funds would've been worrying for him. And that this further exacerbated the stress he was feeling and inconvenience he experienced.

Looking at the cumulative impact this had on Mr X, I'm currently satisfied IPA should pay him compensation in the sum of £1,500. I think that fairly reflects the distress and inconvenience he experienced because of what IPA did wrong in this case.

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Given the policy ended whilst Mr X was still away, I didn't think he'd had an opportunity to submit a claim, detailing his out-of-pocket costs whilst away with documentary evidence.

So, in addition to provisionally directing IPA to pay Mr X £1,500 compensation for distress and inconvenience – and within 28 days from Mr X submitting a claim under the policy in respect of the trip - I provisionally directed IPA to reassess Mr X's claim in line with the remaining terms of the policy on the basis that:

- he hasn't tried to exaggerate his claim by deliberately misrepresenting he'd booked and paid for a return flight back to the UK in premium economy class;
- he had provided sufficient medical evidence by 7 March 2023 when IPA took the decision to end cover under the policy and he wasn't fit to fly at that time, as agreed by its medical team;
- he wasn't fit to fly until he returned to the UK on 10/11 March 2023

Response to my provisional decision

I invited both parties to provide any further information in response to my provisional decision.

IPA accepted my provisional decision. Mr X also agreed with my intended outcome but said that he'd already submitted his claim form to IPA with all documentary evidence of the costs being claimed.

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.

Both Mr X and IPA agreed with my provisional findings, so I'm satisfied that there's no reason for me to depart from my provisional findings. For this reason, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of my final decision) I partially uphold Mr X's complaint.

Mr X's financial losses

Mr X says his financial losses total around £5,500 including but not limited to accommodation costs he paid (before and after cover under the policy for this trip ended), travel (taxi fares), prescription costs and telephone calls.

In light of what Mr X said in response to the provisional decision, our investigator asked IPA whether it had received details of all financial losses being claimed together with supporting documentary evidence. IPA said it had no record of doing so.

Our investigator then asked Mr X when he'd submitted the claim form and supporting evidence to IPA. He provided evidence of emails that he'd sent to IPA around 8 March 2023 and recently in August 2023 with documents supporting his expenditure whilst abroad and other financial losses.

Putting things right

I don't know whether IPA would require any further information from Mr X relating to the losses he's claiming under the policy. But to avoid any further delays, I think it's fair and reasonable for IPA to promptly consider the information it's received and if it requires any further information from Mr X, I direct IPA to request this from him within 14 days from the date of being notified by our Service that Mr X accepts this final decision.

Within 14 days from the date Mr X submits any further information requested by IPA, I also direct IPA to reassess Mr X's claim in line with the remaining terms of the policy on the basis that:

- he hasn't tried to exaggerate his claim by deliberately misrepresenting he'd booked and paid for a return flight back to the UK in premium economy class;
- he had provided sufficient medical evidence by 7 March 2023 when IPA took the decision to end cover under the policy and he wasn't fit to fly at that time, as agreed by its medical team;
- he wasn't fit to fly until he returned to the UK on 10/11 March 2023

If IPA doesn't require any further information from Mr X in relation to his claim and financial losses being claimed, I direct IPA to assess the claim in line with the remaining terms of the policy (and on the basis set out above) within 28 days from the date on which our Service notifies it that Mr X accepts this final decision.

I also direct IPA to pay Mr X £1,500 in compensation for distress and inconvenience within 28 days from the date on which our Service notifies IPA that Mr X accepts this final decision.

My final decision

I partially uphold Mr X's complaint and I 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 X to accept or reject my decision before 22 September 2023.

David Curtis-Johnson
Ombudsman