

The complaint

Miss N has complained that Inter Partner Assistance SA (IPA) declined a claim she made on a travel insurance policy. She's also unhappy with the way it dealt with her claim and complaint.

What happened

Miss N had booked a trip abroad which involved touring around the country in a coach. Her flight arrived on 27 September 2023 and by the following day she had started to feel really unwell. She and the tour operator decided it would be better if she didn't continue with the trip. Miss N subsequently flew home on 30 September 2023.

Upon her return to the UK, Miss N contacted IPA to make a claim for the costs involved in curtailing her holiday. However, IPA declined the claim on the basis that the circumstances were not covered under the policy terms.

In response to the complaint, IPA agreed that there had been some poor communication, because it had all the information to decline the claim earlier than it did, without the need to ask for further information. So it offered her £100 for the distress and inconvenience caused. But it maintained its decision to decline the claim.

Our investigator thought that IPA had acted reasonably in declining the claim, in line with the policy terms and conditions. And he thought that the offer of £100 compensation was an appropriate response in relation to the miscommunication and delays that had occurred.

Miss N disagrees with the investigator's opinion and so the complaint 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.

I've carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms under Section 1 – Cancelling or cutting short a trip, coming home early due to illness is something that the policy would cover. However, the policy wording then goes on to talk about special conditions relating to such a claim. These are that:

Special conditions are important in the event of a claim. If you are unable to show they have been followed this may affect your ability to claim.

- 1. You must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return home prior to having to cut short your trip for any of the reasons listed above.*

Miss N says she has never felt so ill and I understand that her symptoms would have made continuing on a coach tour very difficult. She didn't go to a doctor or a hospital for treatment. She did go to pharmacists but didn't trust the medicine they were offering, so her preference was to return back to the UK to recover.

I have sympathy for Miss N's situation. But it's not unreasonable for IPA to expect her to take some steps to follow the requirements of the policy and to provide evidence in support of the claim.

She says she couldn't call the medical assistance service as she didn't have a SIM card for her phone. Besides that, she had also lost her voice and so wouldn't have been able to speak anyway. But, as our investigator has mentioned, during the time she was there, she visited two major cities. So even if Miss N was unable to use her own mobile phone, it seems likely that she could have found an alternative phone. And she has said that the tour operator assisted her in going home early. So, it's not unreasonable to suppose that the tour operator could also have assisted her in contacting IPA. It should also have been possible for her to find a doctor or hospital for a diagnosis and treatment.

When Miss N first contacted IPA upon her return to the UK, it asked her to provide a doctor's note, which she then got from her GP. I don't think it was unreasonable for IPA to ask for this as Miss N needed something that might support her claim. As it was, the note simply records what Miss N herself would have reported to the doctor - that she started to feel ill on holiday and what her symptoms were - but doesn't draw any conclusions about whether it was medically necessary for her to return home.

There is also has a letter from her tour operator saying that the package was interrupted due to ill health. But the letter is about cancellation and that no refund would be offered, rather than being from a medical professional giving an assessment of her condition.

Overall, based on the available information, I'm satisfied that it was reasonable for IPA to decline the curtailment claim on the basis that Miss N had not sought approval from its medical assistance team to curtail her holiday and had also not provided sufficient evidence that it was medically necessary for her to cut her trip short.

Part of Miss N's complaint is that one of IPA's staff members was rude and threatening to her during a phone call. She says he told her he was going to uphold the claim but now that she had pointed out his shortcomings in not reading her emails properly, he was no longer going to do so.

I've listened to the phone call in question and that is not what the adviser says. What he talks about is upholding that part of her complaint about mis-communication but not upholding the part about paying out on the claim. He is also polite and professional throughout.

IPA accepts that there was mis-communication and that the claim wasn't handled as well as it could have been. Given the circumstances, it was indeed in a position to decline the claim at an early stage without the need to ask Miss N to provide more information, such as an additional medical certificate from her GP. She also requested call backs from a manager

which didn't take place. Looking at what happened, overall, I'm satisfied that £100 is sufficient compensation for the errors and delay that occurred.

I'd like to re-assure Miss N that I've thought very carefully about what she has said. I've read everything that she has sent in and I've listened to the phone calls between her and IPA. Having done so, I'm satisfied that the claim was declined correctly, in line with the policy terms. I'm also satisfied that IPA's response to her complaint was reasonable. So, I won't be asking IPA to do anything more.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 15 March 2024.

Carole Clark
Ombudsman