

The complaint

Miss K and Mr M 's complaint is about Inter Partner Assistance SA (IPA) not settling Mr M's medical expenses in full.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

The relevant rules and industry guidelines say that IPA have a responsibility to handle claims promptly and fairly. And they shouldn't decline a claim unreasonably.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr M has provided testimony that he was reassured by IPA that his removal of stitches, physiotherapy and other treatment would be covered by them. He says he contacted them before the appointments. Despite a number of requests to provide the relevant information, IPA hasn't provided any persuasive evidence to contradict Mr M's testimony. Therefore, I've placed more weight on Mr M's evidence, which I've found to be consistent, credible and persuasive.
- Mr M relied on the information when continuing with his trip and arranging treatment, as he understood that the removal of his stitches and other treatment including an ECG and GP appointments would be covered. IPA later withdrew the cover on the basis that Mr M should curtail his trip to obtain treatment in the UK as the current treatment wasn't an emergency.
- There was, in my view, also an avoidable delay in communicating this to Mr M and, by the time this information was communicated to him, he had already continued with his itinerary and sought treatment.
- Furthermore, the information provided by IPA and Mr M indicates that Mr M was told that expenses after the 4 August wouldn't be covered. Based on the available evidence I think it's most likely that Mr M's appointments took place prior to the withdrawal of cover. So I think IPA should cover them.
- I don't think IPA has acted fairly and reasonably in the circumstances of this case bearing in mind the nature of Mr M's trip, the nature of his injuries and the treatment required. Furthermore, IPA haven't provided any persuasive commentary to support why they considered the curtailment of the trip to be the appropriate course of action in the circumstances. Nor has IPA given any persuasive explanation as to why it wouldn't settle the expenses incurred prior to the withdrawal of cover.

- IPA hasn't provided any substantive reasons or relevant evidence which leads me to conclude the outcome reached by our investigator was incorrect. Mr M didn't add any further comments.

Putting things right

IPA needs to put things right by paying Mr M and Miss K for the outstanding medical expenses up to and including the 4 August 2023, subject to the remaining policy limits.

They should also pay 8% simple interest per annum from the date that the costs were incurred until the date of settlement. If IPA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss K and Mr M how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

I'm upholding Miss K and Mr M's complaint and direct Inter Partner Assistance SA to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K and Mr M to accept or reject my decision before 10 October 2024.

Anna Wilshaw
Ombudsman