

## **The complaint**

Miss W complains that Inter Partner Assistance SA (“IPA”) hasn’t paid a claim under her travel insurance policy.

## **What happened**

Miss W holds an annual travel insurance policy, provided by IPA. The policy covers her between 19 December 2023 and 18 December 2024.

Miss W travelled abroad on 19 December 2023 and she was due to return on 18 January 2024. Unfortunately, Miss W suffered an injury on her ankle on 3 January 2024, and she missed her original return flight home. She made a claim to IPA for the extended stay abroad due to medical reasons.

IPA declined Miss W’s claim for the extended stay. It said the medical report dated before the return flight didn’t suggest she wasn’t fit to fly. And whilst the medical report after the return date did suggest Miss W wasn’t fit to fly, IPA said it could have assisted Miss W to return home earlier, had she given it an opportunity to do so. However, IPA said it hadn’t told Miss W she could claim for medical costs she incurred prior to her scheduled return flight home. It said it would process this claim if Miss W sent the necessary information, and it offered to pay her £100 for the distress and inconvenience caused.

Miss W doesn’t think she should be penalised for the medical reports not being accurate. She says the first doctor forgot to say she wasn’t fit to fly. Miss W also says she suffered a further injury on the same leg, which the second doctor didn’t mention in their report. Miss W says she was in severe pain and unable to move, and she wouldn’t have been able to return home even with IPA’s assistance.

One of our investigators looked into Miss W’s concerns. And having done so, he didn’t think IPA had acted unfairly or unreasonably when it declined the claim. He didn’t think IPA had been given enough information to show it was medically necessary for Miss W to stay abroad longer than planned. He also thought Miss W prejudiced IPA’s position when she didn’t contact its medical assistance team before deciding not to return to the UK as planned. Overall, our investigator thought that the offer IPA had made relating to Miss W’s claim for the medical costs she incurred before her scheduled return flight home was fair and reasonable.

Miss W didn’t agree with our investigator’s findings. As no agreement was 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.

Industry rules set by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Miss W's complaint.

IPA considered Miss W's claim under the "Medical emergency and repatriation expenses" section of the policy. The relevant policy terms under this section say the following:

*"We will pay up to the amount shown in the Table of Benefits for the following expenses which are necessarily incurred during a trip as a result of you suffering unforeseen injury due to an accident, illness, disease and/or personal quarantine:*

*1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of your home area.*

*[...]*

*7. Additional transport and/or accommodation expenses incurred, up to the standard of your original booking, if it is medically necessary for you to stay beyond your scheduled return date.*

*This includes, with prior authorisation of the Emergency Medical Assistance Service:*

*[...]*

*b) Additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket."*

The policy terms also outline under "Special Conditions relating to claims" the following:

*1. You must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an accident, illness or disease which requires your admittance to hospital as an in-patient or before any arrangements are made for your repatriation.*

*2. If you suffer injury due to an accident, illness or disease we reserve the right to move you from one hospital to another and/or arrange for your repatriation to the UK at any time during the trip. We will do this, if in the opinion of the Emergency Medical Assistance Service 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 [...]*

*What is not covered [...]*

*7. Any claims arising directly or indirectly from:*

*[...]*

*k) Any expenses incurred after the date on which we attempt to move you from one hospital to another and/or arrange for your repatriation but you decide not to be moved or repatriated."*

Miss W was due to return home on 18 January 2024. She called IPA on 15 January 2024 to let it know of her injury, and IPA asked her for a medical report. The next contact note IPA has for Miss W is on 24 January 2024, which was after her original return flight home.

Miss W provided IPA with two medical reports. The first was dated on 17 January 2024, and it referred to Miss W visiting the facility on 10 January 2024 due to a leg injury. The report doesn't comment on if Miss W was fit to fly. The report refers to Miss W being in painful distress, with a moderately swollen and tender ankle, and associated limited mobility. Miss W was allowed home on pain medication, and she was asked to return for an x-ray the following day.

The second report was dated on 21 January 2024, and it referred to Miss W suffering a fall on 3 January 2024 which resulted in moderate pain and swelling on her ankle. The report said Miss W was treated with pain medication, and she was being managed for a soft tissue injury. The report said Miss W wasn't fit to fly due to pain and limited mobility.

IPA assessed the reports. It said that based on the first report, Miss W received appropriate treatment at the time. And had she contacted IPA's medical assistance team following this report, it would have provided Miss W with medical assistance to return home as planned – including taxi transfers, wheelchair assistance and option to upgrade seat type to allow for leg elevation. However, Miss W didn't contact IPA to allow it to do so.

IPA's medical team didn't think the second medical report (dated after Miss W was due to return home) was enough to say there had been a medical need for Miss W to extend her stay, considering the diagnosis.

I've considered the medical reports, the policy terms, and what IPA's medical team has said. I think what's key here is that I think it would have been reasonable for Miss W to contact IPA's medical assistance team when she received the medical report on 17 January 2024, before her scheduled return flight home. Had she done so, IPA could have assessed the report, and repatriated her with medical assistance to allow her to return home as planned.

I know Miss W has said there were details omitted from both medical reports by the relevant doctors. However, I think it was reasonable for IPA to rely on the medical reports provided. Had Miss W contacted IPA earlier, she could have raised these concerns, and allowed IPA to seek another medical opinion, if appropriate.

I know Miss W says IPA could not have made arrangements that would have been reasonable for her to return home on 18 January 2024. However, I think Miss W prejudiced IPA's position by not making reasonable attempts to contact IPA and let it know the contents of the medical report before she was due to fly back home. Miss W says she sent the report to IPA but the email didn't go through due to technical issues. But in this situation, I think it would have been reasonable for Miss W to call IPA instead. It would also have been for IPA to decide what arrangements would have been reasonable. IPA's medical team would have assessed this based on the medical report at the time.

Overall, I don't think IPA acted unfairly or unreasonably when it declined Miss W's claim for extended stay due to medical reasons. IPA didn't receive any medical evidence prior to Miss W's scheduled return flight to say she wasn't fit to fly. Miss W also didn't contact IPA for assistance as soon as she received the medical report on 17 January 2024 as per the policy terms. I think Miss W prejudiced IPA's position when she didn't do so and give IPA a chance to make arrangements to repatriate her at the time.

I also don't think IPA acted unfairly or unreasonably when it didn't think the medical report on 21 January 2024 was enough to say Miss W couldn't have been repatriated on 18 January 2024, with reasonable arrangements having been put in place, for the reasons I've set out above.

IPA acknowledged it didn't process Miss W's claim for medical costs she incurred before 18 January 2024. If Miss W hasn't yet done so, she should send any relevant evidence of the costs she incurred to IPA for it to assess the claim. I think IPA's offer of £100 for the distress and inconvenience caused for the delay in assessing this claim is fair and reasonable in the circumstances.

**My final decision**

I don't uphold Miss W's complaint about her claim for an extended stay due to medical reasons. And I think the offer IPA has made with regards to Miss W's claim for the other medical costs is fair and reasonable.

My final decision is that Inter Partner Assistance SA should pay Miss W £100 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 28 October 2024.

Renja Anderson  
**Ombudsman**