

## **The complaint**

Mr and Mrs L are unhappy with the service they received from Inter Partner Assistance SA when they claimed on their travel insurance policy.

## **What happened**

Mr and Mrs L were on holiday in a country I'll refer to as 'A' with their two young children. Their youngest child became very unwell and was admitted to hospital. They were unable to return to the UK on their planned return date. So, their trip was extended whilst their child was treated and recovered to a point where the family could return home.

Mr and Mrs L complained to IPA about the way their claim was handled, including the service they received, the lack of empathy shown towards their circumstances and the settlement of the claim, given what they'd been told about the cover available during phone calls with IPA. IPA said, in summary, they'd settled the claim in line with the policy terms. However, they did offer £100 compensation in relation to service issues.

Mr and Mrs L complained to the Financial Ombudsman Service. In summary, they complained that:

- They were led to believe that IPA might exercise some discretion in their circumstances, particularly as Mr and Mrs L had experienced the tragic loss of a young child a few years prior to their claim. IPA never got back to them about this.
- Their expectations were raised about what would be covered under the policy and this has left them out of pocket when those expectations weren't met.
- The situation was handled badly – they were told that cover could be withdrawn, they didn't receive proactive assistance and felt under pressure to return to the UK when they weren't ready to do so.

Our investigator looked into what happened and partly upheld the complaint. He thought that IPA had fairly settled the financial aspect of the claim. However, he thought the customer service hadn't been to an appropriate standard. That included the handling of the calls and poor communication with Mr and Mrs L about sensitive issues. He recommended IPA pay Mr and Mrs L a total of £400 (including the £100 already offered). He noted that Mr and Mrs L were also unhappy that the complaint hadn't been dealt with within 8 weeks but explained that wasn't a complaint our rules allowed the Financial Ombudsman Service to consider.

Mr and Mrs L didn't agree and asked an ombudsman to review the complaint. In summary, they said that they were told they could claim for car parking charges, their car hire claim could be reviewed and that their case would be reviewed given the exceptional circumstances. They didn't think there was evidence to suggest that IPA had done so. They also highlighted that their expectations were raised during the time they were abroad and, had those expectations been managed, they could have made alternative decisions about their expenses. IPA didn't make any comments in response to the investigator's

recommendation.

In May 2025 I issued a provisional decision. I said:

I want to say at the outset how very sorry I am to read of the circumstances which made this experience particularly difficult and traumatic for Mr and Mrs L. Given that they had suffered a bereavement of a young child a few years prior to this situation unfolding, I can understand why the hospitalisation of their child on holiday was particularly stressful, traumatic, and triggering for them. I have a lot of empathy with the circumstances they've described.

I also acknowledge that I've summarised this complaint in far less detail than Mr and Mrs L have, and in my own words. I won't 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 our service allow me to do this as we are 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 fulfil my statutory remit.

The policy terms and conditions specify what is covered under the section of the policy which covers emergency medical assistance:

We will pay you up to the amounts 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 compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of your home area.
2. Emergency dental treatment incurred outside of your home area for the immediate relief of pain and / or emergency repairs to dentures or artificial teeth if they are causing pain.
3. Up to the amount shown in the Table of Benefits for every complete 24 hour period you are in hospital or confined to your accommodation on the advice of a medical practitioner.
4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which you are able to provide evidence.
5. The cost of taxi fares for your travel to or from hospital relating to your admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for you.
6. If you die outside your home area the cost of funeral expenses abroad plus the cost of returning your ashes or your body to your home. If you die while on a trip within your home area the reasonable additional cost of returning your ashes or body to your home.
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 the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion, friend or close relative to stay with you or travel to you from the UK or escort you home. Also additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket.

8. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate you to your home if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise, if the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured insured person.

The terms and conditions also say there is no cover for:

g) Any costs incurred by you to visit another person in hospital or costs incurred by others to visit you in hospital...

The policy also explains that:

"If you do not accept our decisions and do not want to be repatriated, then we will not provide any cover under the following sections:

- Section 1 – cancelling or cutting short a trip
- Section 2 – medical emergency and repatriation expenses
- Section 6 – personal accident."

The relevant rules and industry guidelines say that IPA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably. I'm intending to uphold this complaint in part and direct IPA to pay Mr and Mrs L a further contribution towards their accommodation and flights. I also think they should pay further compensation for the distress and inconvenience caused by the handling of the claim.

### **Accommodation and flights**

On a strict application of the policy terms IPA needs to pay for a 'plus one' for a policyholder who is ill. It's therefore settled the claim on that basis, including 50% of the additional food costs. I'm not persuaded that leads to a fair and reasonable in the specific circumstances of this complaint.

IPA were notified of the claim on 19 June 2024 and they were aware (from the dates of cover) that Mr and Mrs L were due to return on 22 June 2024. Mr and Mrs L's child was still in hospital on the planned return date and remained there for a number of days after the planned return date. I can't see that IPA took any proactive steps to let Mr and Mrs L know what they could do to help in terms of arranging accommodation. In the absence of that information Mr and Mrs L made their own arrangements.

In any event, I also think there are other compelling reasons why it would be fair and reasonable for IPA to step outside the policy terms and conditions and pay the

additional accommodation in full. As I've outlined above, Mr and Mrs L experienced a bereavement of a child within recent years. IPA's call notes set out a number of reasons why Mr L felt it was important for the family to stay together.

They were struggling with the hospitalisation of their very young child, which is understandable given what they've said about the circumstances of their bereavement. Mrs L also had an anxiety condition and didn't feel able to travel home with their other young child. Mr L explained he'd run out of his own anti-depressant medication and that they were experiencing trauma because of their bereavement. The notes also indicate that only one parent at a time could visit the hospital. So, I think the overall circumstances left Mr and Mrs L in a highly vulnerable situation. I think given this exceptional set of circumstances it would have been reasonable for IPA to pay for the accommodation in full. IPA agreed that the cost of food should be covered during their settlement of the claim, so I also think it's fair and reasonable to apply this approach to the settlement of the remainder of the claim as I think it was reasonable for the family to remain together.

Furthermore, Mr and Mrs L managed their original flights so that they incurred an administration fee, rather than having to book new ones. This did limit IPA's exposure to loss and, for the reasons I've outlined above, I think there were exceptional reasons why it was fair and reasonable for IPA to step outside the policy terms and conditions in the circumstances of this case.

### **Support during the assistance claim**

On review of the claim IPA accepted that they should have contacted Mr and Mrs L about the repatriation process. They also noted that 'no approval was sought' in relation to Mr L's request for the family to stay. IPA also accepted that their medical team didn't communicate as well as they could have done. There were also occasions where Mr L didn't receive a callback.

Our investigator also noted occasions where the communication could have been handled with more empathy. That included when a member of the medical team tried to explain that cover could be withdrawn. This was an attempt to explain the policy terms, but I think the message could have been communicated more clearly and empathetically. I think that caused Mr and Mrs L avoidable distress in already difficult circumstances.

Mr M was also told during one call that he'd 'survive' when he was explaining the financial implications of the ongoing costs. Whilst I wouldn't expect IPA to make immediate payments in circumstances, I think IPA could have handled this much more empathetically and looked into whether there were alternative options to reduce the immediate financial burden on the family.

I don't think it was ever clearly explained to Mr and Mrs L what IPA could, and would, support with. Nor do I think they clearly communicated that they were considering a repatriation plan. This led to Mr and Mrs L making lots of arrangements themselves when IPA could have helped them to manage or offered some support with. I think if Mr and Mrs L's expectations had been managed more effectively at the outset IPA could have relieved them of some of the administration of arranging accommodation and/or flights. Instead, Mr and Mrs L had a limited understanding of what assistance IPA could offer and continued to make their own arrangements, whilst dealing with their son in hospital. Whilst I accept that Mr and Mrs L may have had a general awareness that help was available, I think IPA ought to have been much more proactive in supporting, and communicating with, Mr and Mrs L.

Furthermore, as I've outlined above, IPA accepted that the request to consider all of the family staying wasn't escalated. That's consistent with the information I've been provided with as I can't see that the request was escalated for further consideration at the relevant time.

Mr L also made repeated queries about the extent of cover for specific things – like car hire, expenses for their pets and airport parking. I don't think IPA managed their expectations about the scope of cover very well and could have been much clearer about what was, and wasn't, covered under the policy. Mr L has highlighted that he may have made different decisions about those expenses if he'd been given clearer information, but he does accept they aren't covered under the policy. I don't think it's fair and reasonable for IPA to settle those aspects of the claim outside of the policy terms. However, I want to reassure Mr and Mrs L I have taken this lack of clarity into account when considering the distress and inconvenience caused to them.

### **Distress and Inconvenience**

I'm persuaded that IPA caused Mr and Mrs L avoidable distress and inconvenience at an already difficult and stressful time. IPA's own notes indicate that they were aware they were vulnerable, and, in such circumstances, I'd have expected IPA to be much more proactive in terms of the support offered and the communication with the family.

I think the poor service had a substantial short-term impact on Mr and Mrs L during the time that they were abroad as they spent a lot of time and effort making arrangements and contacting IPA for information or updates. This was at a time when they were situationally vulnerable but also experiencing trauma as a result of their past experience as a family. Furthermore, Mr and Mrs L both had medical conditions which were relevant to how they might respond to a difficult and traumatic situation.

Mr and Mrs L also experienced a loss of expectation because IPA didn't manage their expectations appropriately about what was, and wasn't, covered under the policy. Had they been given clearer information about the cover available under the policy they wouldn't have had raised expectations that some of their costs would, at least, be considered as part of the claim. In fact, some of the costs (based on my reading of the policy) wouldn't have ever been covered. For example, there is no cover for costs associated with visiting someone in hospital. So, I think they've experienced a lot of upset and disappointment when they discovered IPA wouldn't cover such costs.

Taking all of the above into account I think it's fair and reasonable for IPA to pay Mr and Mrs L a total of £1500 compensation for the distress and inconvenience caused.

### **Putting things right**

I'm intending to direct IPA to put things right by

- Settling the outstanding accommodation, flight and food costs (up to any relevant policy limits).
- Paying 8% simple interest per annum on the above amount from one month after the claim was made up 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 Mr and Mrs L 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.

- Paying Mr and Mrs L a total of £1500 compensation (inclusive of the £100 already offered) for the distress and inconvenience caused.

Mr and Mrs L accepted my provisional decision but did ask that I gave further consideration to the airport parking charges. IPA asked to clarify if I was awarding compensation for distress and inconvenience in addition to further payment of the costs claimed for. I confirmed that was the case and gave a final deadline for IPA to respond. They didn't provide any further comments.

### **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 remain satisfied that it is fair and reasonable to uphold this complaint for the reasons I set out in my provisional decision and above.

I have taken into account what Mr and Mrs L have said about the car parking and reassurances they were given about cover for this. I accept that they weren't always given clear information about the scope of cover for airport charges.

In reaching the figure of £1500 compensation I've taken into account that Mr and Mrs L could have been given clearer information about the cover. And there is no specific cover under the policy for the airport parking charges. So I remain of the view that the compensation I outlined in my provisional decision is fair and reasonable and reflects that Mr and Mrs L should have been given clearer information about this.

### **Putting things right**

IPA needs to put things right by:

- Settling the outstanding accommodation, flight and food costs (up to any relevant policy limits).
- Paying 8% simple interest per annum on the above amount from one month after the claim was made up 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 Mr and Mrs L 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.
- Paying Mr and Mrs L a total of £1500 compensation (inclusive of the £100 already offered) for the distress and inconvenience caused.

### **My final decision**

I'm upholding Mr and Mrs L'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 Mr and Mrs L to

accept or reject my decision before 24 June 2025.

Anna Wilshaw  
**Ombudsman**