

The complaint

Mr K and Miss M complain that Inter Partner Assistance SA hasn't settled a medical expenses claim they made on a travel insurance policy.

As Mr K brought the complaint to us, I've referred mainly to him.

What happened

Mr K and Miss M were abroad with their family in July 2023. Unfortunately, Mr K and his son were diagnosed with ear infections and required medical treatment so they could fly back to the UK as planned. Mr K subsequently made a claim for the medical costs he'd incurred.

IPA asked for evidence to allow it to assess the claim. But by July 2024, it still hadn't made a claims decision, so Mr K complained. IPA issued its final response to Mr K's complaint in September 2024. It paid him £100 compensation to apologise for the delays he'd experienced and it said he'd receive an urgent update from the claims team.

As Mr K still didn't receive a claims decision by October 2024, he asked us to look into his complaint.

Subsequently, in December 2024, IPA concluded that it needed medical evidence from Mr K and his son's GP to allow it to further assess the claim. This was received in February 2025.

Our investigator recommended that Mr K's complaint should be upheld. She thought IPA had been entitled to be satisfied that the claim was covered by the policy terms. But she thought it had caused unreasonable delays over a prolonged period and had failed to keep Mr K appropriately updated. She also felt it could have asked for medical evidence from Mr K's GP much sooner than it had. Therefore, she recommended that IPA should calculate what, if any settlement was due. And if the claim was payable, she recommended that IPA should add interest to the settlement. She also considered IPA should pay Mr K a further £650 compensation to reflect the significant delays he'd experienced in the handling of his claim.

IPA didn't respond by the deadline the investigator gave, so the complaint was passed to me for a decision. IPA has since confirmed that to date, the claim still hasn't been paid.

I issued a provisional decision on 11 June 2025, which explained the reasons why I didn't think IPA had treated Mr K and Miss M fairly. I said:

'The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think IPA handled this claim fairly.'

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr K and IPA. The policy provides cover for emergency medical expenses which are medically necessary to treat either an injury or unforeseen illness a policyholder suffers while they're on a trip. In this case, Mr K has provided medical reports which show that both

he and his son were diagnosed with ear infections while they were abroad, which required treatment.

It's a general principle of insurance that it's for a policyholder to show they have a valid claim on their policy. That means it was Mr K's responsibility to provide IPA with enough evidence to demonstrate both that he and his son had become unexpectedly unwell abroad, but also that they incurred the cost of medical expenses which were covered by the policy terms. The contract also says that policyholders must provide IPA with copies of receipts or bills for any treatment they receive.

Having reviewed IPA's claims notes, it seems that it didn't think it had all of the documentary information it needed to make a claims decision until 27 March 2024. This seems to have been because there was some delay in Mr K sending IPA the evidence it had asked for. However, it didn't chase Mr K for this information as I think it could have done and it automatically closed down the claim. By March 2024, IPA had copies of Mr K and his son's medical reports from the treating doctor abroad; the hospital and pharmacy bills and evidence of the payment Mr K had made from his bank account to the medical centre.

However, despite this, the claim didn't progress. Mr K chased IPA to obtain updates on what was happening with the claim. But its records don't indicate that IPA's claims team was moving the claim along in any meaningful way. It doesn't appear that IPA requested GP records from Mr K and his son's surgery until December 2024. This was 17 months after Mr K and his son had been taken ill abroad and around nine months after IPA had concluded it had all of the evidence it needed to deal with the claim. It's unclear why IPA didn't ask for this information much, much sooner.

I can't fairly hold IPA responsible for any delay in the GP sending IPA medical evidence. But it isn't clear whether it chased up this information at any point. And even though the medical evidence was received in February 2025, IPA acknowledges that the claim still hasn't been paid.

In my view, these delays in assessing and settling Mr K's claim are unfair and unreasonable. I don't think IPA has handled the claim in line with its regulatory obligations. Mr K and his family have been out of pocket for expenses they incurred in July 2023 for almost two years now. I don't think IPA has provided any reasonable explanation for those delays or recognised the likely impact of its claims handling on Mr K and Miss M.

Based on the evidence I've seen, I currently think Mr K has shown that he and his son were diagnosed with ear infections abroad; that they received medical treatment and that Mr K paid for that treatment. I've also seen no persuasive evidence to indicate that this claim isn't covered under the terms of the policy – for example, I've been provided with no medical evidence which shows Mr K or his son's illnesses were due to a pre-existing medical condition.

So in the very specific circumstances of this case and given the prolonged period of time this claim has been ongoing, I currently find that IPA has enough evidence to accept and pay Mr K's claim. I currently plan to direct IPA to now settle Mr K and Miss M's claim, in line with the remaining terms and conditions of the policy. And I plan to direct it to add interest to the settlement at an annual rate of 8% simple from one month after it received all of the evidence it needed to decide the claim (27 March 2024) until the date of settlement.

I also agree with the investigator that the compensation IPA's already paid Mr K and Miss M isn't enough to recognise the impact of its claim handling delays on them. As I've said, this claim has gone on for nearly two years. Mr K was given very little information about why his claim wasn't being progressed; he wasn't given meaningful updates and he had to regularly

chase IPA for information it should have been providing. I can see from IPA's notes that this caused him frustration and upset, which I think was unnecessary. In my view, a further compensation payment of £650 is fair, reasonable and appropriate to recognise the inconvenience and distress IPA's claims handling delays have had on Mr K and Miss M over a very prolonged period. So I intend to direct IPA to pay this award.'

I asked both parties to send me any further evidence or comments they wanted me to consider by 25 June 2025.

Mr K and Miss M let me know they accepted my provisional findings.

IPA didn't respond by the deadline I gave. However, Mr K and Miss M have sent us a copy of a communication they've received from IPA, dated 30 June 2025, which asked them to provide medical records for the two years before the policy was taken out.

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.

Having done so, as Mr K and Miss M accepted my provisional decision and IPA didn't respond, I see no reason to change my provisional findings.

I appreciate that since I issued my provisional decision, IPA has written to Mr K and Miss M to ask for medical records spanning the two years before the policy was taken out. However, as I explained in my provisional decision, I think IPA had the opportunity to ask for this evidence in March 2024. Its notes dated 27 March 2024 show it believed it had all of the information it needed to make a payment at that point, depending on the claims decision. And as it's had the medical records the GP's already provided since February 2025, it's unclear why it's only just reviewed that evidence and identified that the records date from the wrong period. I explained above that based on what I've seen, there's no compelling evidence which shows that this claim isn't covered by the policy terms and conditions. And in the round, I don't think it's reasonable for IPA to ask for more evidence at this point. I still find it has enough evidence to accept and settle this claim.

So, in the very particular circumstances of this complaint and given the very significant delays in IPA assessing this claim, I still find that the fair and reasonable outcome is for IPA to now settle this claim in line with the policy terms and conditions. And I find that it must add interest to the settlement. I'm still satisfied too that it's fair and reasonable for IPA to pay an additional award of £650 compensation to reflect the impact its claims handling delays have had on Mr K and Miss M over a very prolonged period.

Putting things right

I direct Inter Partner Assistance SA to:

- Settle Mr K and Miss M's claim, in line with the policy terms and conditions;
- Add interest to the settlement at an annual rate of 8% simple from 27 March 2024 until the date of settlement*; and
- Pay Mr K and Miss M £650 compensation (in addition to the £100 it's already paid)+.

* If IPA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr K and Miss M how much it's taken off. It should also give Mr K and Miss M a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

+ IPA must pay the compensation within 28 days of the date on which we tell it Mr K and Miss M accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% per year.

My final decision

For the reasons I've given and in my provisional decision, my final decision is that I uphold this complaint. I direct Inter Partner Assistance SA to put things right as I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Miss M to accept or reject my decision before 29 July 2025.

Lisa Barham
Ombudsman