

The complaint

Mr and Mrs S complain that Inter Partner Assistance SA (“IPA”) hasn’t paid a claim in full under a travel insurance policy.

What happened

Mr and Mrs S bought a single trip travel insurance policy on 24 June 2024 to cover their family for a trip between 30 July and 10 August 2024.

One of Mr and Mrs S’ children, who I’ll call “L”, unfortunately had an accident during the holiday on 2 August 2024. She suffered extensive injuries to her mouth requiring emergency treatment on the same day. Mr and Mrs S returned home with their family on 3 August 2024 and made a claim to IPA for the medical costs they incurred, as well as the cost of curtailment.

IPA only paid £250 which was the limit for emergency dental expenses under the policy. But one of our investigators thought that IPA should pay for the medical costs under the medical emergency section of the policy without applying the limit for emergency dental treatment, along with interest. She also thought IPA should pay the cost of curtailment for L and one adult, but not for the whole family. The investigator didn’t think IPA had handled the claim as well as it should have, so she recommended IPA pays Mr and Mrs S £200 for the unnecessary distress and inconvenience caused.

IPA agreed with the investigator’s recommendation, but Mr and Mrs S didn’t. They say it was medically necessary for the whole family to return home early, so IPA should pay their curtailment costs in full. Mr and Mrs S also say IPA should pay them further compensation for the distress and inconvenience caused.

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 out 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 Mr and Mrs S’ complaint.

I’m really sorry to hear about the accident L had, and the ongoing impact of this. Mr and Mrs S understandably wanted to return home as soon as possible to continue her treatment. But I need to decide if this is something that the policy covered, based on the available evidence.

Mr and Mrs S' policy has a limit for emergency dental treatment for £250. Our investigator thought that considering the accident L had, it would be fair and reasonable for IPA to pay the medical costs under the emergency medical treatment limit, rather than dental. And IPA has now agreed to do so. So, in the individual circumstances of this complaint, I agree that this is fair and reasonable.

The curtailment section of the policy provides the following cover:

"We will pay you up to the amount shown in the Table of Benefits for your proportion only of your unused travel and accommodation costs and other pre-paid charges together with any reasonable additional travel and expenses if you have to cut short your trip following any of the reasons which are shown in the table below.

Cover for the following events:

The death, injury due to an accident, illness, disease, or pregnancy complication of you, your travel companion or your close relative.

[...]

Special conditions relating to claims

- 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."*

Mr and Mrs S curtailed the trip due to L's accident, and her doctor's recommendation. So, the above section does provide cover in their circumstances, as long as it was *necessary* for them to return home.

It's for a policyholder to show they have a valid claim. And in a claim for curtailment due to an accident or illness, I think it's reasonable for an insurer to rely on medical evidence to assess if the claim is valid under the policy terms. Mr and Mrs S provided two reports from medical professionals in June 2025 commenting on L's need to return home after the accident.

A GP who was familiar with L's circumstances wrote a letter explaining that whilst they had no personal responsibility for her care, it was imperative for her to return home as soon as possible, in short, to promptly assess her treatment needs, to ensure the family were close to paediatric services, and to support L's psychological recovery.

The treating doctor also wrote a letter explaining that it was necessary for L to avoid a warm climate, and psychologically she needed to be in a familiar and comfortable environment to help reduce the trauma. The doctor said this included avoiding being close to beaches and swimming pools, and they recommended the family return home as soon as possible to their usual environment to continue the treatment in a clinic with more resources.

IPA reviewed these letters but noted that the treating doctor's letter said the early return home was a recommendation, rather than a medical necessity. IPA also said it could have helped to arrange more treatment for L whilst she was abroad if she needed it, had Mr and Mrs S not returned home early.

I think the medical evidence supports that L wouldn't have been able to continue the holiday as planned, rather, it's likely she would have needed to stay in the accommodation with one of her parents. This would have meant that they would have effectively curtailed the holiday, and I think a fair and reasonable resolution is for IPA to pay the curtailment costs for L and one adult, including the cost of their flight amendment.

But I'm not persuaded that the medical evidence supports that it was medically necessary for L to return home before the end of the holiday. And I think Mr and Mrs S prejudiced IPA's position by returning home early without sharing a medical report with IPA to allow it to arrange L to have further treatment abroad, if she needed it.

The treating doctor's letter refers to a recommendation to return home as soon as possible, rather than it being a medical necessity. The letter also doesn't set out what further treatment L needed at that point, and with what schedule. I appreciate Mr and Mrs S have explained that L received an urgent referral when she returned home. But the medical evidence doesn't set out why this was medically necessary to happen in the UK before the end of the planned holiday, or why the treatment couldn't have taken place during the holiday.

Mr and Mrs S say that they raised the issue of returning home early with IPA before they did so, but didn't receive any support. I've listened to the call Mr S had with IPA on 3 August 2024. He explained L had received medical treatment and he wanted to explore the possibility of the family returning home early and what the policy covered. IPA asked for a copy of the medical report but Mr S said he'd rather send it when they returned home. IPA then said Mr and Mrs S could make a claim after they returned home.

I think it was clear that Mr and Mrs S wanted to return home early as soon as possible. IPA asked for a copy of the medical report, but Mr and Mrs S didn't send this before they returned home. As I said earlier, it's completely understandable why they made the decision to return home early. But for the reasons I've explained, I'm not persuaded that the policy terms and conditions cover curtailment for the whole family in the circumstances.

I don't think IPA handled the claim as well as it should have done. I can't see that it explained to Mr and Mrs S why curtailment wasn't covered in their circumstances, and overall IPA hasn't been as responsive as it should have been. I think IPA should pay Mr and Mrs S £200 for the unnecessary distress and inconvenience caused in the circumstances.

My final decision

My final decision is that I uphold Mr and Mrs S' complaint in part and direct Inter Partner Assistance SA to take the following action:

- pay L's medical costs up to the emergency medical limit, without applying the emergency dental limit, in line with the terms and conditions of the policy,
- add interest at 8% simple per annum to these amounts from a month after the claim was made or when IPA paid the claim on 8 October 2024 (whichever is earlier) until settlement*,
- pay the costs under the curtailment section of the policy for one adult and one child, including their flight amendment cost,
- add interest at 8% simple per annum to these amounts from a month after IPA received the medical reports from June 2025 until settlement*, and
- pay Mr and Mrs S £200 for the distress and inconvenience caused**.

*If IPA considers that it's required by HM Revenue & Customs to take off income tax from the interest, it should tell Mr and Mrs S how much it's taken off. It should also give Mr and Mrs S a certificate showing this 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 and Mrs S 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% simple per annum.**

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 7 October 2025.

Renja Anderson
Ombudsman