

The complaint

Mr L has complained that Inter Partner Assistance SA (IPA) declined a claim he made on a travel insurance policy.

What happened

Mr L was on a trip abroad with his young son. They had arrived on 26 November 2024 and had a planned return date of 3 December 2024. Unfortunately, his son was unwell from the first day of the holiday and so they returned home early on 29 November 2024. Upon return to the UK, Mr L made a claim for curtailment of the trip.

IPA declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that IPA had acted fairly and reasonably, in line with the policy terms and conditions. Mr L disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on IPA by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for IPA to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, they state:

'Special conditions relating to claims

Special conditions are important in the event of a claim. If you are unable to show they have been followed this may affect your ability to claim.

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.'

And

'Section 2 – Medical emergency and repatriation expenses

What is covered

(.....)

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.'

Mr L had taken his son to see a local doctor who diagnosed him as having gastroenteritis. He was advised to give his son small sips of water and paracetamol. Upon review of the evidence, IPA's medical team concluded that it had not been medically necessary to cut the trip short and that the return home was not based on medical advice.

Mr L had rung IPA's emergency assistance service on 29 November 2024. He says he told them of his intention to fly home that day and was told that it would be ok to make the claim upon his return.

I've listened to the call in question. Mr L explains the situation and that his son had been seen by a doctor the previous day. The adviser explains that Mr L would need to get a medical note with a clear diagnosis and she would then need to get the medical team's authorisation for curtailment. She also runs through the other documents that she would need to see in relation to the holiday booking. She then says that, if the medical team authorises the curtailment and she has all the other documents on file, she can activate its travel agent to request flight options to return them home as soon as possible. She reiterates that she needs all the documents first because she needs to accept the coverage and get authorisation from the medical team. Mr L asks how long it would take. The adviser says possibly the next day although she couldn't promise.

Mr L is clearly keen to leave that day and so asks if it would be possible to provide that information once he'd got home. The adviser says it is possible that he could pay himself and then claim. The conversation then turns to what he'd need to do in that instance, with the adviser emphasising that he should not leave without getting a full medical report and the importance of a doctor confirming that his son is fit to fly.

It's clear that Mr L had a strong preference for returning to the UK as soon as possible, so I can understand that his focus was on that and therefore that his recollection pertains to this final part of the discussion. However, the information he was provided with then didn't override the earlier advice he was given about how the claim would need to be authorised by the medical team. So, overall, I consider Mr L would have understood that, when choosing to make his own arrangements to return home, the claim still needed to meet the criteria that had been set out to him earlier in the call.

I have some sympathy for Mr L's situation. Obviously, his son becoming ill was outside of his control. And he took steps to do what he thought would be the best option in the circumstances. However, the matter at hand is whether those circumstances are covered under the policy terms – and I'm afraid to say that they are not.

Whilst Mr L chose to return to the UK early, I haven't seen any evidence that it was medically necessary to do so. So, overall, based on the available information, I'm satisfied that it was reasonable for IPA to decline the curtailment claim on that basis. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 1 October 2025.

Carole Clark
Ombudsman