

## **The complaint**

Mr F complains about the way that Inter Partner Assistance SA (IPA) settled a medical expenses claim he made on a travel insurance policy.

## **What happened**

Mr F was abroad when he became very unwell and had to be admitted to hospital. So a medical assistance claim was made on Mr F's policy. Two of Mr F's close relatives, who I'll call Mr F1 and Mrs F, flew out to be with Mr F.

IPA agreed to pay Mr F's medical expenses and it covered the cost of his repatriation to the UK. It also agreed to pay for a 'plus one' to travel to and remain with Mr F.

Following Mr F's return to the UK, IPA got in touch to ask him to provide it with his bank details, so it could settle the claim. It seems Mr F1 sent IPA Mrs F's bank account details. Therefore, IPA paid the settlement to the account details it had been given. It paid for the travel and accommodation costs of a 'plus one', together with some outstanding medical expenses.

Mr F didn't think IPA had settled the claim fairly. He said he'd paid around £2900 of incidental expenses, which included lost wages for Mr F1. He thought these costs should be reimbursed. He was also unhappy that IPA had paid the settlement to Mrs F's bank account.

IPA maintained the claim had been settled in line with the policy terms but it invited Mr F to send in further evidence so it could consider the claim further. It was also satisfied it had paid the claim settlement to the bank account it had been asked to.

Mr F remained unhappy with IPA's decision and he asked us to look into his complaint.

Our investigator didn't think Mr F's complaint should be upheld. She felt IPA had settled the claim fairly and in line with the contract terms. And she didn't think it had been unreasonable for IPA to pay the claim to the bank account details it had been given – especially as Mrs F had been one of the relatives who'd flown out to be with Mr F.

Mr F disagreed. In brief, he said he was out of pocket by about £2900 for incidental expenses, which were mainly lost wages for Mr F1 and Mrs F. And he still felt that IPA shouldn't have paid the settlement to Mrs F's bank account.

The complaint's 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.

Having done so, whilst I'm very sorry to disappoint Mr F, I don't think IPA has treated him unfairly and I'll explain why.

First, I'd like to say how sorry I was to hear about Mr F's illness abroad and the impact this situation has had on him. It's clear this was a very upsetting and worrying time for Mr F and his family. I'd also like to reassure Mr F that while I've summarised the background to his complaint and his detailed submissions to us, I've carefully considered everything he's said and sent us. In this decision though, I've focused on what I think are the key issues.

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 Mr F's claim fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr F and IPA. Mr F's claim was for medical expenses, so I think it was reasonable and appropriate for IPA to consider the claim under Section 2 – Medical emergency and repatriation expenses. This sets out the costs IPA has chosen to cover and it includes the following:

*'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:*

*a) Reasonable additional transport and/or accommodation expenses for someone to stay with you or travel to you from the UK or escort you home.'*

Page six of the policy terms provides information about the policy. This includes the following term:

*'Remember, no policy covers everything. We do not cover certain things such as, but not limited to:*

*- Losses that we do not state are specifically covered.'*

And the policy also sets out a list of things which are specifically excluded from cover. This list includes:

*'Any other loss, damage or additional expense following on from the event for which you are claiming, unless we provide cover under this insurance, this includes any claim for loss of enjoyment for any trip.*

*Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease....'*

In my view, the policy terms clearly explain that in some circumstances, IPA will pay the travel and accommodation costs for a plus one to travel to and remain with an ill or injured policyholder. In this case, while I can entirely understand why both Mr F1 and Mrs F travelled to be with Mr F, I don't think it was unreasonable for IPA to conclude that only one of their costs was covered by the contract. So I'm satisfied it was fair for IPA to only settle the travel and accommodation costs for one person.

And I also think that IPA has made it clear that the policy doesn't cover every cost a policyholder or their 'plus one' may incur. Instead, it clearly explains that it won't pay for things it's stated aren't covered. It's given specific examples of the types of consequential

losses it doesn't cover, too, like lost earnings. This means that I don't find IPA acted unfairly when it told Mr F that it wouldn't pay lost earnings.

It's open to Mr F to send IPA receipts or other evidence which shows the incidental expenses he's claiming for so that it can assess whether or not they're covered by the policy terms. IPA has agreed to assess any further evidence of costs in line with the policy terms, as I'd expect it to do. But based on the evidence it currently has, I don't think IPA has settled Mr F's claim unfairly or unreasonably. So I'm not telling IPA to pay Mr F anything more.

Mr F feels strongly that IPA shouldn't have paid any claim monies to Mrs F's bank account. I've thought about this carefully. I can see IPA sent Mr F a communication in mid-October 2024 which asked for details of the account the settlement should be paid to. It seems (and Mr F appears to accept) that Mr F1 responded to IPA's communication and provided Mrs F's bank details. I'm mindful that IPA had been dealing with Mr F1 throughout the life of the claim and also that Mrs F had incurred some of the costs that were being claimed for. Given these factors and given Mr F1 gave IPA an instruction to pay the funds to Mrs F's account, I don't think IPA acted unreasonably when it followed Mr F1's instructions.

Our investigator asked Mr F whether he'd like IPA to try and recover the monies from Mrs F's bank account and pay Mr F directly. But Mr F didn't want to pursue this option. Instead, he felt that as IPA had made the mistake, it should put things right. I've considered this carefully. But – as I've said – I don't think it was unreasonable for IPA to settle the claim in line with Mr F1's instructions. Nor do I find it would be fair for me to say that IPA should pay Mr F the claim settlement directly when I'm satisfied it's already paid the full claim to Mrs F's account.

So, while I sympathise with Mr F's position and I'm sorry to cause him further upset, I don't think IPA has treated him unfairly or settled his claim unreasonably. This means I'm not directing it to do anything more.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 15 October 2025.

Lisa Barham  
**Ombudsman**