

## **The complaint**

Mrs M and Mr P have complained about Inter Partner Assistance SA's handling of a travel insurance claim.

Inter Partner Assistance SA underwrites the policy – all references to IPA include its agents.

## **What happened**

The background to this complaint is well known to the parties so it serves no purpose for me to repeat it in detail here. In summary Mr P needed to seek urgent medical attention whilst abroad and claimed expenses incurred.

IPA didn't meet the claim in full as the policy excludes costs of more than £500 or medical repatriation not agreed or authorised in advance. Unhappy, Mrs M and Mr P referred their complaint here.

Our investigator didn't recommend that it be upheld. Mr P appealed and requested the complaint be escalated for final decision by an ombudsman.

## **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'm aware I've summarised the background to this complaint, no discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've fully reviewed the complete file and considered all the representations Mr P has made, including those made after our investigator's view.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the policy terms, the law and regulations together with the available evidence to decide whether I think IPA treated Mrs M and Mr P fairly when settling their claim. Having done so I agree with the conclusion reached by our investigator for the following reasons:

- The starting point here is the policy terms and conditions. The terms are not disputed but for completeness I will set out the relevant parts here:

### **General Conditions**

*You must comply with the following conditions to have the full protection of the policy – If you do not comply we may at our own option refuse to deal with your claim, or reduce the amount of any claim payment.*

3. You must tell us as soon as possible if you are hospitalised as an in-patient, or of any emergencies or claims whatsoever that are likely to exceed £500.

### **Section G – Emergency Medical and Other Expenses**

*To comply with the terms and conditions of the insurance, you must contact us if you are hospitalised as an in-patient, or before incurring any expenses whatsoever over £500, in order to obtain our prior authorisation, immediately you are physically able to do so. For the avoidance of any doubt – failure to contact us as required may result in our declining to pay your claim.*

#### **What IS covered**

*We will pay the following costs if you suffer an unforeseen bodily injury or die during a trip outside the United Kingdom:*

*1. All reasonable and necessary expenses which arise as a result of a medical emergency involving you. This includes medical practitioner's fees. Hospital expenses. medical treatment and all the costs of transporting you to the nearest suitable hospital. when deemed necessary by a recognised medical practitioner.*

*4. Necessary additional 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 us. Necessary additional accommodation expenses for a friend or close relative to remain with you and escort you home...*

#### **What IS NOT covered**

*2. Costs of more than £500 or medical repatriation not agreed or authorised by us in advance.*

*3. Any costs for transportation and/or accommodation not arranged by us, or incurred without our prior approval.*

I find that the terms as set out above are clear. I don't agree that IPA was trying to rely on obscure exclusions to retrospectively deny a legitimate claim. Mr P has also referred to the case opening pack (Mr P was sent on 19 February 2025) - this wasn't intended to replace the policy terms, but to commence the claim process. Likewise I have taken IPA's regulatory duties into consideration. But fair treatment doesn't mean that IPA is obliged to discount the contractual terms set out in the policy.

- IPA has a duty to provide reasonable guidance to help a policyholder make a claim. Here Mr P had unfortunately suffered an injury to his ankle on 6 February 2025. Although I can see he made contact with his bank on 10 February 2025, Mr P notified IPA of his claim on 18 February 2025 having already incurred over £500 of expenses. I find it's reasonable to say that had IPA been contacted at the time of the incident it would have been in a position to offer guidance as to the policy limits.
- Nevertheless IPA requested a medical report in order to assess the claim – this was fair. Based on the medical evidence IPA settled the claim in part – this included a clinic appointment, x-ray, prescribed walking boot and a taxi fare. However IPA concluded that additional hotel costs weren't medically necessary nor was the recommended MRI scan. I don't doubt that the hotel accommodation and avoiding putting weight on his ankle was very helpful to Mr P's recovery, but this doesn't mean

it was medically necessary. And IPA concluded that the MRI could take place back in the UK. I'm not persuaded that its assessment was unreasonable. It follows I'm not requiring IPA to make any further payment for these costs.

- I'm very sorry that my decision doesn't bring Mrs M and Mr P welcome news. I can see that they had a traumatic experience and their plans were disrupted. But in all the circumstances I don't find that in settling the claim as they did IPA treated them unfairly, unreasonably, contrary to regulation or to their policy terms.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr P to accept or reject my decision before 19 January 2026.

Lindsey Woloski  
**Ombudsman**