

The complaint

Mr G is unhappy with some of the assistance he received from Inter Partner Assistance SA ('IPA') under his travel insurance policy ('the policy') whilst abroad, particularly advice to obtain a police report despite the concerns he'd raised.

Mr G is also unhappy with the way in which his subsequent claim for out-of-pocket expenses was handled.

What happened

Whilst abroad, Mr G has described how he was violently assaulted by a male travelling companion. He attended hospital for treatment.

Mr G contacted IPA for assistance and, in the circumstances, it agreed to Mr G cutting short his trip and returning to the UK (so long as he was medically certified as being fit to fly). Mr G made arrangements to return to the UK at the earliest opportunity.

Mr G was asked by IPA to attend the police station in the country he was visiting to report the assault on him. Mr G raised concerns that he'd face discrimination. He was told that having a police report would assist his claim and without this, it could cause issues.

Mr G says that he ended up being ridiculed at the police station, made to face his abuser and not taken seriously.

After returning to the UK and submitting his claim to IPA, Mr G says the claim wasn't promptly progressed. He also hasn't received the full claim amount.

IPA looked into his concerns. By way of a final response dated January 2025, it accepted that there had been unreasonable delays. It said it would pay him £100 compensation.

Unhappy with this response, Mr G raised a complaint with the Financial Ombudsman Service. Our investigator looked into what happened and partially upheld his complaint.

Our investigator concluded that Mr G's claim had been underpaid by around £423 and recommended this amount be paid together with simple interest at a rate of 8%. He also recommended IPA pay £300 total compensation to Mr G for the delays and impact on him.

However, he didn't agree that IPA had done anything wrong by asking Mr G to get a police report. IPA's representative also told Mr G at the time that if he felt uncomfortable, he could leave.

IPA accepted our investigator's opinion. Mr G didn't. He raised many points in reply and said that IPA's insistence that he obtain a police report placed him in a situation where he wasn't safe.

Those further points didn't change our investigator's opinion. So, Mr G's complaint was passed to me to consider afresh and decide.

I issued my provisional decision, explaining why I was intending to direct IPA to do more to put things right here. An extract is set out below.

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In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time.

That includes IPA's regulatory obligations (including its obligation to handle insurance claims promptly and fairly – and to not unreasonably decline a claim) and the Consumer Duty, which Mr G has also raised.

Mr G also says he's been discriminated against and has referred to the Equality Act 2010 ('the Act'). I don't have the power to make a finding about whether the Act has been breached; only a court can do that. However, as the Act is relevant law in the circumstances of this case, I have also taken its provisions into account when considering whether IPA acted fairly and reasonably. Particularly whether it was fair and reasonable to ask Mr G to attend a police station in the country he was in to report an assault.

I've also considered all points raised by Mr G (along with all the other evidence). However, I won't respond to each of these. I hope he understands that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

I appreciate the assault Mr G describes as happening abroad would've been very traumatic and frightening. I have every empathy for his situation and can understand why he wanted to return to the UK, particularly as he'd been due to travel back to the UK on the same flight as the person who assaulted him.

The request for a police report

Subject to the remaining terms of the policy, it does cover cutting short a trip in the event of "injury due to accident, illness, disease...of you..."

Although Mr G describes his injuries as having been caused by an intentional assault, the policy terms define accident as: "a physical injury caused by sudden, unexpected, external and visible means...". That's in line with how Mr G's injuries occurred so I can see why the claim was covered under the policy.

The policy also includes the claim evidence which must be provided "where relevant" at the policyholder's own expense, in support of a claim for cutting short a trip. That includes:

- hospital, doctor...receipts and all receipts for additional expenses; and
- original police report including crime reference number of incident report, obtained within 24 hours of the incident or as soon as possible after that.

In the circumstances of this case, I don't think IPA acted fairly and reasonably by requesting Mr G obtain a police report. A crime had occurred, but the policy provides cover for a trip being curtailed because of an injury and I'm satisfied that the injuries Mr G experienced meant that this was an insured event under the cutting short section of the policy.

Although a police report may have been helpful, I don't think it was relevant or necessary to support the claim, in light of Mr G having obtained medical report which confirmed the nature and extent of his injuries. Further, IPA had already agreed for him to cut short the trip based on the information he'd provided whilst still abroad and before going to the police station.

IPA has also recently told the Financial Ombudsman Service by way of email dated 18 November 2025 that "coverage would not have been affected if [Mr G] chose not to obtain the [police] report. Our primary motivation was [Mr G's] safety and vulnerability at this difficult time".

If Mr G had been given this assurance at the time, I'm satisfied on the balance of probabilities that he wouldn't have gone to the police station. Having listened to the calls from 21 August between Mr G and IPA's representative, Mr G explained that he feared going to the police station as he would face discrimination. Mr G also described the nature of the assault and although he described the person who assaulted him as being a friend, he also said during one of the calls that he was an ex-partner.

I'm satisfied that same sex sexual activity is illegal in the country Mr G was visiting so I can understand why he was so reluctant to report what happened to the police.

I've listened to a call from Mr G to IPA's representative where he says he's waiting at the police station and was feeling "scared". He was checking whether it was necessary for him to report the assault to the police in the country he was in, and he was following up his previous query about the same issue which he'd previously been told would be escalated internally to decide. That's because he was concerned about facing discrimination at the police station because of his "personal characteristics".

I accept that he was told that if he was there for any length of time and at any stage, he felt uncomfortable, he could leave the police station. However, he was also told:

- ideally you should obtain a police report;
- the claims' team may insist on having a police report so it would be advisable to get a police report if you can;
- in the claim handler's experience (of over 20 years), where there has been an assault, a police report would certainly assist with any claim for out-of-pocket expenses. And although your claim could be considered without it, it would help avoid many questions if the police report confirmed the reasons why you needed medical treatment; and
- if you obtain a police report, it would avoid any further issues.

So, given what was said – and the potential impact it could have on the claim - I can understand why Mr G went ahead to report the incident to the police despite his concerns.

From the call notes I've seen, Mr G told IPA the following day that the police didn't provide a report and he'd have to "run it via the court by hiring a local lawyer".

Mr G has consistently told the Financial Ombudsman Service that he was mocked and not taken seriously at the police station. And that he was also forced to confront his abuser. This was at a time when he was already situational vulnerable, in pain with his injuries, not able to speak the language and coming to terms with the aftermath of the assault. I accept this

would've been very distressing and I don't think IPA has appreciated the impact this had on him.

I'm satisfied that Mr G experienced the initial worry of having to go to the police and then was understandably very upset by what happened at the police station. IPA isn't responsible for the actions of the police officials, but it was aware of Mr G's justified and reasonable concerns. And I'm satisfied that it should've reasonably concluded that a police report from the country he was in wasn't needed in the circumstances. So, this situation could've been reasonably avoided.

Mr G also says that he has experienced lasting anxiety and psychological harm. I haven't seen any medical evidence to support what happened at the police station has caused this. And the assault which Mr G has described would've been traumatic. However, I do accept that the incident at the police station would've exacerbated an already traumatic situation, and I think it's reasonable to assume that this would have some lasting impact beyond returning to the UK.

I've also listened to another call, after Mr G returned to the UK, where he says he'd like to lodge a complaint including being told to go the police station to report the assault even though he feared facing discrimination. This concern wasn't addressed in the final response letter. So, I think this supports that his concern and general wellbeing wasn't taken seriously.

I've considered the impact on Mr G when provisionally deciding the amount of fair compensation for distress and inconvenience, below.

Outstanding claim balance

IPA now accepts that there is an outstanding balance for the out-of-pocket expenses claimed by Mr G. IPA accepted the claim for the following:

- medical expenses (around £249);
- the flight Mr G paid for to return back to the UK early (around £280); and
- the proportion of unused accommodation costs (around £59).

IPA's contact notes also reflect that it wouldn't apply a policy excess. And it's told the Financial Ombudsman Service that it only paid £164.50 towards the claim. I'm satisfied that leaves around £423 outstanding.

I know Mr G would also like IPA to cover the cost of three round trips made to the hospital in the sum of £20 each (so, £60 in total). However, I'm satisfied taxi costs are only covered in certain circumstances under the policy and where proof of payment is submitted. Mr G hasn't provided proof of payment and although he has explained the reasons for this, I'm satisfied IPA has fairly relied on the terms of the policy to decline this aspect of his claim.

The way the claim was handled

IPA accepts that there were unreasonable delays in handling the claim. And has offered £100 in its final response.

Mr G had to wait several months for any payment to be made in respect of his claim and although the majority of the claim was accepted, when he received payment, it contained a significant shortfall for no apparent reason. This would've been confusing and upsetting for

Mr G.

He's also been put to the trouble of having to chase IPA repeatedly about the claim which would've been upsetting and distressing.

Overall impact

I'm satisfied that total compensation in the sum of £800 fairly reflects the impact of IPA's errors on Mr G in this case, whilst abroad and after he returned to the UK. He has experienced significant distress and inconvenience as a result.

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I invited both parties to provide any further information in response to my provisional decision.

Mr G didn't reply. IPA accepted my provisional 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 have not received any further information to consider in response to my provisional decision. So, I find no compelling reason to depart from my provisional decision.

For reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision) I uphold this complaint.

Putting things right

I direct IPA to pay Mr G:

- £800 compensation for distress and inconvenience (it can deduct from this the sum of £100 compensation mentioned in its final response, if already paid).
- the outstanding balance of the claim (around £423) together with simple interest at a rate of 8% per year from a month after Mr G submitted his claim until settlement*.

*If IPA considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr G how much it's taken off. It should also give him a certificate showing this if Mr G asks for one. That way Mr G can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I uphold this complaint to the extent set out above and direct Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 January 2026.

David Curtis-Johnson

Ombudsman