

The complaint

Mr E and Miss C are unhappy that Inter Partner Assistance SA ('IPA') declined a claim made under their travel insurance policy ('the policy').

All reference to IPA includes its medical assistance team.

What happened

Mr E and Miss C didn't fly back to the UK on their pre-booked return flight. That's because they say Miss C had started to vomit shortly before they were due to leave for the airport. They ended up rearranging their flight and travelling back the following day.

IPA declined their claim for out-of-pocket expenses (for an extra night accommodation and the costs associated with rearranging their flight) because they didn't contact its medical assistance team before rearranging their flight.

Mr E and Miss C brought their complaint to the Financial Ombudsman Service. Our investigator looked into what happened but, ultimately, didn't uphold their complaint.

Mr E and Miss C disagreed, so this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision explaining why I was intending to uphold the complaint. I said:

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IPA has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

Subject to the remaining terms of the policy, the policy does provide cover for emergency medical and other expenses including:

Reasonable 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 prior authorisation of the Emergency Assistance Service...additional travel expenses to return you to your home...if you cannot use the return ticket.

Medically necessary is defined as:

reasonable and essential medical services and supplies, ordered by a medical practitioner exercising prudent clinical judgement, needed to diagnose or treat an illness, bodily injury, medical condition, or its symptoms, and that meet generally accepted standards of medical practice.

It's accepted that Mr E and Miss C didn't notify IPA of Miss C's sickness before deciding not to travel to the airport and booking accommodation for that night.

However, I don't think it's fair and reasonable to decline the claim on that basis in the circumstances of this case.

Mr E and Miss C say – and I accept – that Miss C began vomiting very shortly before they were due to leave for the airport to get their return flight back to the UK. I'm therefore satisfied that there was limited time to contact IPA. I can understand why (reasonably, in my view) their focus at the time was for Mr E to book accommodation for that night so Miss C could be as comfortable as possible in the circumstances and have easy access to a bathroom.

Mr E and Miss C also say that they contacted the medical assistance team shortly after booking into their room. I think this was the first reasonable opportunity for them to do so in the circumstances. IPA has provided its system notes showing that an email was sent to it on the day after (to the claims department). I think that supports that Mr E contacted IPA the night before which then led to an email being sent the next day.

In any event, had Mr E and Miss C contacted IPA sooner, I'm not persuaded on the balance of probabilities that they would've been advised to do anything differently in the circumstances.

Mr E says – which is supported by medical evidence from a day after he and Miss C had been due to return to the UK – that he'd had symptoms of lower abdominal pain associated with vomiting for two days up to that point followed by diarrhoea. His symptoms had been improving. Mr E had also reported that (since the day before) Miss C had abdominal pain associated with vomiting and now diarrhoea, nausea and vomiting. I think that further supports what Mr E and Miss C say about the onset of her symptoms. It's also reported that there had been a recent outbreak of Norovirus in the area.

On that basis, I think this supports that Miss C most likely also had symptoms of norovirus at the point they decided not to travel to the airport as this is a highly contagious virus.

The UK Government website advises that if someone has norovirus they should stay at home, rest and to not mix with people (or visit a GP or hospital) until at least they're symptom free. So, given this guidance, I don't think it's unreasonable for Miss C not to have visited a doctor at the time.

Whilst I accept that there's no medical evidence from the time that Miss C wasn't fit to fly, in light of the above, I'm satisfied that it was medically necessary for Mr E and Miss C to stay beyond their intended return date (by an extra day). Further, the website of the airline Mr E and Miss C were due to fly with says if someone has a viral infection they are permitted to travel when no longer contagious.

I'm therefore satisfied that it was reasonable for them to rearrange their flight back to the UK and book one further night's accommodation for Miss C's symptoms to improve.

I'm satisfied IPA should reimburse Mr E and Miss C for these out-of-pocket expenses under the terms of the policy.

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Both parties 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.

As both parties accepted my provisional decision, I find there's no compelling reason for me to depart from my provisional findings.

For this reason, and 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 the complaint.

Putting things right

I direct IPA to pay to Mr E and Miss C:

- A. their claimed out-of-pocket expenses (totalling around £330) less any deductions it's entitled to be made under the policy terms (for example, the applicable policy excess).
- B. simple interest at a rate of 8% on the amount in A. above dated from a month after the claim was made to the date of settlement. If IPA considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr E and Miss C how much it's taken off. It should also give them a certificate showing this if they ask for one. That way Mr E and Miss C can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I uphold this complaint 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 E and Miss C to accept or reject my decision before 20 January 2026.

David Curtis-Johnson
Ombudsman