

The complaint

Mr V has complained that Inter Partner Assistance SA ('IPA') failed to provide him with assistance and unfairly declined his claim.

What happened

Mr V bought a travel insurance policy, underwritten by IPA. All reference to IPA includes any agents acting on its behalf.

Mr V went abroad on 12 May 2025 and was due to return on 10 June 2025. He unfortunately became unwell so couldn't take his return flight back home. However, whilst he was still abroad and before his rescheduled return date, Mr V was bitten by a dog and needed medical treatment. Mr V contacted IPA on 13 June 2025 to let it know about his illness and injury. He remained abroad until 22 July 2025. Mr V made a complaint as he hadn't heard from IPA and made a claim for costs after his return home.

IPA declined the claim as it said there was no medical evidence to show that it was necessary for Mr V to stay beyond his original return flight. It responded to his complaint and upheld some service issues, specifically, for not proactively contacting Mr V after he made his initial call which it says dropped. It offered £25 but increased the offer to a total of £100 compensation once the case was referred to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think IPA had unfairly declined the claim as the medical evidence didn't show Mr V wasn't fit to fly or that he couldn't return home sooner than he did. She found the £100 compensation offered was fair and reasonable in all the circumstances.

Mr V disagreed and asked for an Ombudsman's decision. In summary, he says he wasn't provided with proper guidance when he first called IPA and had it given him clear advice, he would have obtained the appropriate and relevant medical evidence to show that he was unable to return home sooner and was not fit to fly.

So the case has been passed to me for a final 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.

Having done so, I think IPA's offer to pay £100 to Mr V for its service failures is fair. And I don't think it needs to pay his claim. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The background to this matter has been set out in quite some detail by the investigator. And I have carefully considered everything both parties have said even if I don't explicitly address every point in my decision. I won't repeat the facts here again. Instead I will focus on what I

consider to be the crux of the complaint and what is key to my conclusions.

The starting point is the policy terms and conditions which make up the contract of insurance between Mr V and IPA.

Under the emergency medical expenses section it says the following is covered:

“...the following expenses which are medically necessary to treat a medical emergency...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.”

Under what is not covered, it says:

“...Any form of treatment or surgery which in the opinion of the Emergency Assistance Service or us (based on information provided by the medical practitioner in attendance), can be delayed reasonably until your return to your home area.”

IPA asked Mr V to provide medical reports and it reviewed what Mr V provided but declined the claim. It said there was no medical evidence to show that Mr V couldn't travel back to the UK on his original date and additionally, its medical team said that the second postponement was not medically justified as Mr V could have continued his treatment from the UK.

As Mr V does not have medical evidence to show that it was medically necessary for him to stay abroad, I don't think IPA has unfairly declined the claim.

I have thought carefully about what Mr V has said about IPA's responsibilities to him. I note that Mr V called IPA on 13 June 2025 and says he was told he would receive a call back. I have listened to the call and it seems as if the call dropped after 7 minutes. If Mr V was expecting a call back, I think it would have been reasonable for him to have chased IPA when it didn't call him, especially as he says he wasn't provided any advice or guidance.

The call recording confirms IPA asked whether he had called when he didn't take his original flight back to the UK but he said no as it wasn't feasible to travel. IPA asked whether he had a medical report to confirm this and Mr V responded that he did. Mr V told IPA that he had missed his first flight due to sickness and diarrhoea and had subsequently been bitten by a dog and required treatment.

The onus is on Mr V to prove his claim, check his policy and ensure that his claim meets the requirements under the relevant section. As IPA wasn't assessing the claim at the time Mr V called it, I don't think it's reasonable to expect it to outline the requirements of the policy unless Mr V had specific questions about how to claim. The conversation didn't progress enough for IPA to be able to give Mr V any further general guidance.

Although IPA accepts it could have been more proactive after the call dropped, I have seen no evidence that Mr V made any efforts to make further contact with IPA until 22 July 2025. And IPA was under the impression that Mr V had medical evidence and medical reports for his initial sickness as confirmed by him in the call of 13 June 2025. Although Mr V says he was told IPA would contact him, he doesn't say what they would contact him about. There is no evidence on the call recording that IPA agreed to do that. I would have also reasonably expected him to have followed that up by attempting to contact IPA again sooner than he did. IPA has offered £100 compensation for its failure and I agree this is appropriate in the circumstances.

Mr V has provided photos of his injury and a note from his GP to say that he is unable to

work due to the ongoing effects of his injury. But this isn't enough to demonstrate that Mr V was unable to return home sooner or that it was necessary for him to extend his stay after his initial sickness abroad.

Although I am sorry to hear of the circumstances that led to this claim and Mr V's ill health, I can't fairly ask IPA to pay the claim as there is no evidence that it was medically necessary for him to remain abroad due to his illness or injury.

My final decision

For the reasons set out above, I find IPA's offer of £100 compensation is fair and I direct it to pay this to Mr V if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 15 April 2026.

Shamaila Hussain
Ombudsman