

## **The complaint**

Miss F complains about the way Inter Partner Assistance SA (IPA) handled the claim she made under her travel insurance policy.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Miss F held a single trip travel insurance policy provided by IPA. At the end of June 2025 and beginning of July 2025 Miss F spoke with IPA's medical emergency assistance team as she required medical treatment whilst abroad. Miss F was unfortunately diagnosed with breast cancer. IPA told Miss F its medical team had recommended she be repatriated back to the UK for treatment.

Miss F told IPA this would be curtailing her fixed term contract for employment and asked for advice on compensation for this loss. IPA said she would need to contact its claims team on her return. IPA subsequently arranged Miss F's return to the UK. Once she had returned to the UK Miss F was told claims for loss of earnings were specifically excluded by the policy. Miss F raised a complaint.

On 19 August 2025 IPA issued Miss F with a final response to her complaint. It acknowledged there had been a lack of clarity in communication. It later offered Miss F £100 compensation. Miss F referred her complaint to this Service.

Our Investigator looked into things but didn't think IPA needed to do anything further. Miss F disagreed with our Investigator. She provided a detailed response but in summary she said:

- Had she been clearly informed that loss of earnings was excluded by the policy, she wouldn't have made the same decision to return immediately and curtail her employment contract.
- She wasn't given time, clarity, or financial security to consider the option of delaying her treatment. She was compelled to prioritise immediate repatriation over her livelihood based on incomplete and misleading information.
- This directly resulted in significant financial, professional and emotional impact.

As an agreement couldn't be reached the complaint has 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.

I want to acknowledge I've summarised Miss F's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on

what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss F and IPA I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain IPA should handle claims fairly and not unreasonably reject them.

It doesn't appear disputed that Miss F's policy doesn't provide cover for any loss of earnings following injury, illness or disease. IPA has also accepted it could have provided Miss F more clarity about this prior to her travelling home, and I would agree. Whilst it didn't specifically say Miss F's claim for loss of earnings would be accepted, I think it gave her the impression this could be covered. So, I've considered the impact this lack of clarity had on Miss F.

The terms of Miss F's policy explain IPA reserve the right to arrange for her repatriation to the UK at any time during her trip and it will do this, if in the opinion of its Emergency Medical Assistance Service, she could travel safely home to continue treatment. The terms also explain that if Miss F didn't want to be repatriated then it wouldn't cover any expenses incurred after the date on which it attempted to arrange repatriation.

I can see IPA's medical assistance team recommended Miss F return home for treatment, which I don't think was unreasonable in the circumstances given Miss F's diagnosis and further treatment required.

Miss F has said had she been given clear information about her loss of earnings claim she wouldn't have made the same decision to return immediately and end her employment contract. However, based on the available evidence I'm not persuaded by this.

IPA's claim note say that Miss F and her representative told IPA she couldn't afford to pay for treatment. And had Miss F decided to remain abroad, IPA wouldn't have paid for any further treatment Miss F required, such as the full body scan scheduled to take place. Nor would it have paid for any additional costs Miss F may have incurred to travel home at a later date.

So, with that in mind, even if Miss F had been told she was unable to claim for loss of earnings, I'm not persuaded she would have ultimately chosen to remain abroad and been liable for the costs of further treatment or any other expenses she may have incurred. I think it's more likely than not she would have returned home as she did.

I know Miss F was unhappy she wasn't given much time to make a decision on whether to return home, and I acknowledge this would have been challenging for her. However, given Miss F's diagnosis, her scheduled follow-up treatment and the advice provided by its medical team, I don't think it was unreasonable for IPA to look to repatriate Miss F as soon as possible.

I appreciate it would have been distressing for Miss F to learn she had made a decision about returning home without all of the available information. I also think she suffered the disappointment of learning her claim for loss of earnings wouldn't be accepted once she returned to the UK. However, when taking into consideration that I think Miss F would have ultimately been in much the same position regardless of IPA's lack of clarity around loss of earnings, I think its offer of £100 compensation is reasonable in the circumstances.

I'm aware this will be disappointing for Miss F as I know how strongly she feels about this. However, for the reasons I've explained, I don't require IPA to pay further compensation beyond what it's already offered to pay.

### **My final decision**

Inter Partner Assistance SA has already offered to pay Miss F £100 compensation as a resolution to her complaint. I think this is reasonable in all the circumstances.

So, my final decision is that Inter Partner Assistance SA should pay Miss F this compensation if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 8 May 2026.

Andrew Clarke  
**Ombudsman**