

## The complaint

Mr D and Mrs E complain because Inter Partner Assistance SA ('IPA') only paid part of a claim under their travel insurance policy.

All references to IPA include the agents appointed to handle claims and complaints on its behalf.

## What happened

Mr D and Mrs E held a travel insurance policy, provided by IPA.

Unfortunately, while on holiday abroad, Mrs E fell ill. A doctor certified Mrs E as not fit to fly on her original return flight to the UK. So, Mr D and Mrs E extended their trip and arranged to return to the UK around three days later instead. They made a claim with IPA for the costs they incurred.

IPA originally declined the claim because it said Mrs E had pre-existing medical conditions which she hadn't told it about when buying the policy. Mrs E provided evidence showing this was incorrect, but IPA declined the claim again for the same reason.

IPA subsequently acknowledged its decision about the claim was wrong. It said it would settle the claim and paid Mr D and Mrs E £50 compensation for the distress and inconvenience they experienced. IPA went on to pay Mrs E's part of the claim only. It said Mr D's costs weren't covered as its medical team hadn't confirmed it was medically necessary for Mr D to extend his trip too.

Unhappy, Mr D and Mrs E brought the matter to the attention of our Service. One of our Investigators looked into what had happened and said she didn't think IPA had acted unfairly or unreasonably in the circumstances. Mr D and Mrs E didn't agree with our Investigator's opinion, so the complaint was referred to me to make a decision as the final stage in our process. I made my provisional decision about the complaint earlier this month. In it, I said:

*'Industry rules set out by the regulator say insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules, as well as other relevant considerations such as Consumer Duty principles, into account when making this provisional decision. Under the rules that govern the operation of our Service, I also have the power to take into account what I consider was good industry practice at the relevant time when deciding what I think is fair and reasonable in all the circumstances of a case.'*

*The terms and conditions of Mr D and Mrs E's policy provide cover for the costs of extending a trip in certain circumstances in the event of a medical emergency. The policy says:*

*'What is covered*

*...*

*4. Reasonable additional transport and/or accommodation expenses incurred ... if it*

*is medically necessary for you to stay beyond your scheduled return date.*

*This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion ... to stay with you or travel to you from the United Kingdom or escort you. ‘*

and

*‘Special conditions relating to claims*

*1. You or someone on your behalf must tell the Emergency Assistance Service as soon as possible of any bodily injury, illness, disease or complication of pregnancy which necessitates your admittance to hospital as an inpatient or before any arrangements are made for your repatriation.’*

*I don't think these terms require Mr D and Mrs E to evidence that it was medically necessary for Mr D to remain abroad. The terms only say it needs to be medically necessary for Mrs E to stay abroad, and this has been evidenced.*

*However, Mr D and Mrs E failed to contact IPA's Emergency Assistance Service before arranging to extend their stay. This isn't an unusual requirement of a travel insurance policy and is something which I'd generally think is reasonable for a policyholder who experiences a medical emergency abroad to do. This means, under a strict interpretation of the policy terms and conditions, Mr D and Mrs E's claim isn't covered.*

*However, I'm not obliged to strictly apply the policy terms and conditions if I don't think this produces a fair and reasonable outcome in the circumstances of a particular case. And industry rules say the rejection of an insurance claim for breach of a policy condition is unreasonable unless the circumstances of the claim are connected to that breach.*

*I've taken all the facts of this case into account. Both Mr D and Mrs E were insured under this policy and there's clear medical evidence that Mrs E wasn't fit to fly on her original return flight. I've also taken into account Mrs E's explanations about the severity of her illness and the effect it had on her, the location Mr D and Mrs E were in and the fact that the relatively short duration of their extended stay seems to have been known from the point Mrs E first fell ill. And, while Mr D and Mrs E may not have contacted the Emergency Assistance Service before making arrangements to extend their stay, they did contact IPA's claims team on the same day Mrs E sought medical attention.*

*Based on my knowledge and experience of dealing with complaints of this nature, if Mr D and Mrs E had contacted the Emergency Assistance Service as they should have, I think it would have been unusual in these circumstances for IPA to have advised Mrs E to remain abroad alone and for Mr D to return to the UK on his original return flight. I'm not satisfied that such advice would have been in line with what I consider was good industry practice at the relevant time, and I think it would have been unreasonable for IPA to take a stance like this in this situation.*

*So, having taken into account all the circumstances of this case, I don't think it was fair or reasonable for IPA to only pay Mrs E's share of this claim. Based on the specific circumstances of this individual case, I'm satisfied it would be fair and reasonable for IPA to also pay Mr D's costs. If, following IPA's settlement of the remainder of the claim, there is any dispute about the amount paid, this would need to be the subject of a new complaint to IPA in the first instance before our Service would have the power to consider the matter.*

*I think IPA's decision to only cover part of this claim caused Mr D and Mrs E upset and frustration. This was after IPA had already incorrectly declined the claim, having failed to take into account updated medical information which Mrs E provided. If Mrs E's medical records were incorrect then it was up to her to obtain evidence to support this, but the overall length of time taken by IPA to identify that the initial claim decline was incorrect was longer than I'd generally consider reasonable.*

*Having taken into account all the circumstances here, I don't think the £50 compensation which IPA has paid fairly and reasonably compensates Mr D and Mrs E for the impact of the whole situation on them. While IPA isn't responsible for the medical advice given by Mrs E's treating doctor abroad, I think IPA made mistakes when handling this claim which have had more than a minimal impact on Mr D and Mrs E and which have required a reasonable amount of effort for them to sort out. I'm satisfied it would be fair and reasonable in the circumstances for IPA to pay an additional £150 compensation to Mr D and Mrs E for the distress and inconvenience they experienced.'*

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 neither party has provided any additional evidence or submissions, I see no reason to change my provisional findings.

### **Putting things right**

Inter Partner Assistance SA needs to put things right and do the following:

- pay the remainder of Mr D and Mrs E's claim, in line with the remaining terms and conditions of their policy, adding interest at 8% simple per annum from one month after the date the claim was made until the date the outstanding settlement is paid:
- pay Mr D and Mrs E £150 compensation for the distress and inconvenience they experienced, in addition to the £50 already paid.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mr D and Mrs E accept my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple<sup>1</sup>.

### **My final decision**

I'm upholding Mr D and Mrs E's complaint about Inter Partner Assistance SA, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs E to accept or reject my decision before 11 May 2026.

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<sup>1</sup> If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D and Mrs E how much it has taken off. It should also give Mr D and Mrs E a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Leah Nagle  
**Ombudsman**