

The complaint

Miss R is unhappy that Inter Partner Assistance SA have declined to settle a claim she made on her travel insurance in full.

What happened

Miss R was going on a holiday which involved taking a connecting flight. She was at the airport and was due to board her second flight when she experienced an epileptic fit. She returned to the UK and booked alternative flights to her destination, so she was still able to go on the holiday. She claimed on her travel insurance policy for some medical expenses and her additional expenses. IPA agreed to settle some medical expenses as a gesture of goodwill but declined to cover the additional costs.

Miss R complained to IPA. They maintained their decision was fair and in line with the policy terms. Miss R complained to the Financial Ombudsman Service.

Our investigator looked into what happened and upheld the complaint in part. He didn't think the policy covered the circumstances and thought it was fair that they'd covered some of the medical expenses as a gesture of goodwill. However, he thought that IPA had unfairly charged an excess and could have been clearer in some of their communications with Miss R. So, he thought IPA should return the excess and pay £100 compensation for distress and inconvenience.

Miss R didn't agree and asked an ombudsman to review the complaint. She thought IPA should cover the claim in full. I asked for further information from the parties as Miss R said she'd contacted IPA for assistance. I therefore obtained a copy of that call and have listened to it. During the call Miss R was advised that she would be best booking her own flight back to the UK and claiming for any expenses.

In February 2025 I issued a provisional decision explaining I was intending to uphold this complaint. I said:

The relevant rules and industry guidelines say that IPA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy covers up to £3000 for the policyholder's proportion of any irrecoverable unused travel and accommodation costs and of any reasonable additional travel expenses if the trip is curtailed before completion as a result of illness.

The relevant policy terms and conditions explain what to do in the event of illness. They say:

You must contact the Emergency Assistance Service in the event of an illness or accident which may lead to inpatient hospital treatment or before any arrangements are made for repatriation; or in the event of curtailment necessitating your early return home. The service operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital

admission, repatriation (returning you to your home area) and authorisation of medical expenses. If this is not possible because the condition requires emergency treatment you or someone on your behalf must contact the Emergency Assistance Service as soon as possible.

The terms also say that in the event of curtailment (which means cutting short a trip) the policyholder:

Must get (at your own expense) a medical certificate from a medical practitioner and prior approval of the Emergency Assistance Service to confirm the necessity to return home prior to curtailment of the trip...

I'm intending to uphold this complaint because:

- There's no dispute Miss R experienced a seizure and received medical attention at the airport. Miss R missed her flight as a result of this illness and there's evidence she received medical attention at the airport.
- Miss R has experienced seizures before I think it was reasonable that she didn't obtain additional medical assistance bearing in mind she is familiar with the procedure when she's had a seizure. She spoke to IPA whilst at the airport and explained the situation. The advisor seemed to appreciate why Miss R wouldn't need to go to hospital and Miss R explained she had some medical evidence from the attending paramedics. Miss R was told during the call it was best to book her own flight home as IPA wouldn't be able to help with this and that she could then claim for her costs.
- IPA has agreed to pay the medical expenses. I think that's reasonable as Miss R was unwell and received medical attention at the airport. I also think they should cover her additional costs to return home to the UK and the proportion of her unused accommodation costs as that's covered under if the policy if the trip is cut short due to illness.
- I think Miss R acted reasonably in the circumstances by returning to the UK, bearing in mind the information she was given during the call made whilst she was at the airport. I'm persuaded that it is most likely she was unable to carry on with her onward travel due to illness and therefore had to cut short her trip.
- I've considered whether the cost of Miss R's new additional flight costs should be covered. The policy covers Miss R to return to the UK after illness, it doesn't provide cover for her to restart the trip from the UK or rejoin the itinerary. IPA will be covering the cost of her return flight to the UK so that's discharged IPA's contractual obligations to repatriate Miss R following illness. So, on a strict application of the policy terms there is no cover for the additional flight costs.
- However, I've considered what is fair and reasonable and I think IPA would have needed to pay all of Miss R's unused accommodation expenses, up to the policy limit, if she'd not travelled to her destination from the UK. In doing so she has potentially mitigated IPA's exposure to loss. I therefore think IPA needs to reassess this aspect of the claim and calculate the difference between what IPA would have had to pay if she'd cancelled the whole trip (minus the cost of the unused nights I've directed them to pay above) and Miss R's additional flight. If Miss R's additional flight costs are less than the total curtailment claim would have been then IPA should pay Miss R's

additional flight costs (subject to the overall policy limit for curtailment).

- Some of IPA's communication with Miss R wasn't as clear as it could have been. For example, I don't think it was fair to rely on an exclusion saying she'd not taken reasonable precautions. I think a total of £100 compensation fairly reflects the impact on Miss R.

Putting things right

I'm upholding this complaint and direct IPA to put things by:

- Covering Miss R's medical expenses, return flight to the UK and her unused accommodation costs for the nights she was unable to use her prebooked accommodation abroad. This is subject to the policy limit and other terms (including the application of any relevant policy excess). IPA should pay 8% simple interest on this amount from one month after the claim was submitted until the date of settlement. If IPA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss R how much it's taken off. It should also give Miss R a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.
- Reassessing the claim for Miss R's additional flight costs. They should calculate the difference between what IPA would have had to pay if she'd cancelled the whole trip (minus the cost of the unused nights I've directed them to pay above) and Miss R's additional flight. If Miss R's additional flight costs are less than the total curtailment claim would have been then IPA should pay Miss R's additional flight costs (subject to the overall policy limit for curtailment).
- Paying Miss R £100 compensation for the distress and inconvenience caused by unclear communication.

IPA didn't respond to my provisional decision. Miss R sought to clarify how much would be paid and said that IPA had also agreed to cover the cost of the flights to and from the UK during the call. So, I now need to make a 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.

For the reasons given in my provisional decision and above I'm upholding this complaint.

Miss R has asked how much the settlement will be. That's for IPA to calculate and will depend, in part, on the reassessment of the claim for additional flight costs. It will also depend on the policy limit and any applicable excess that need to be paid. So, Miss R may not be able to recover all her additional costs if they exceed the relevant policy limit. However, if she's unhappy with the reassessment and settlement of that aspect of her claim she may be able to make a further complaint to the Financial Ombudsman Service.

Miss R says that IPA authorised the additional flight costs during the call I referred to in my provisional decision. That's not how I interpret the call as it focused on Miss R returning to the UK, not the continuation of her trip. However, in any event, as I outlined in my provisional I think it's fair and reasonable for IPA to reassess that aspect of the claim as Miss R may

have mitigated their losses by continuing the trip rather than cancelling it.

Putting things right

I'm upholding this complaint and direct IPA to put things by:

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- Reassessing the claim for Miss R's additional flight costs. They should calculate the difference between what IPA would have had to pay if she'd cancelled the whole trip (minus the cost of the unused nights I've directed them to pay above) and Miss R's additional flight. If Miss R's additional flight costs are less than the total curtailment claim would have been then IPA should pay Miss R's additional flight costs (subject to the overall policy limit for curtailment).
- Paying Miss R £100 compensation for the distress and inconvenience caused by unclear communication.

My final decision

I'm upholding Miss R's complaint and direct Inter Partner Assistance SA to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 2 April 2025.

Anna Wilshaw
Ombudsman