

The complaint

Mr G is unhappy Inter Partner Assistance SA changed the upper age limit on his travel insurance policy and didn't tell him about this.

What happened

Mr G has travel insurance underwritten by Inter Partner provided with his credit card. That includes cover for medical assistance. When he first took out the card and insurance the upper age limit for that cover was 80 but that was reduced to 70 from January 2012. Mr G says he wasn't made aware of that meaning he travelled uninsured for a number of years.

He's also concerned the policy didn't make clear whether that restriction also applied to people travelling with him who were under 70.

Our investigator said it was for Inter Partner to decide what benefits it wanted to offer under this policy. He was satisfied Mr G had been sent a letter in December 2011 informing him about the changes to cover. And he thought taken as a whole the policy terms did make the coverage position clear.

Mr G asked for an Ombudsman to review the matter. Inter Partner queried whether it was responsible for these issues. So I need to reach 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.

Inter Partner has queried whether this is a complaint it's responsible for. I'm satisfied it does involve issues relating to Mr G's policy (for example changes to coverage and its wording) which it is responsible for as the insurer. I can also see we told Inter Partner about the complaint in April this year. The relevant rules give it eight weeks from receipt to deal with the matter. As more than the eight weeks have elapsed since then I'm satisfied this is a complaint I can reach a decision on.

I appreciate Mr G has some separate concerns (about what his card provider told him about how the policy terms would be applied) which I've considered in a separate decision against that business.

Turning to the issues raised by Mr G in this complaint I appreciate he's unhappy with Inter Partner's decision to reduce the upper age limit for the medical assistance cover. And in correspondence with us he's put forward other options he thinks it could have pursued. I understand Mr G feels it could have acted differently but it's for Inter Partner to decide what risks it wants to cover. And in this case it decided it didn't want to cover policyholders for medical assistance beyond the age of 70. I think that's a decision it's entitled to take.

However, under the relevant rules an insurer is responsible for providing information on mid-term changes. I think this is a change which it should have communicated (or ensured was communicated) to Mr G. I appreciate he doesn't recall being told about this. But I've seen a

letter that was sent to him in December 2011 which does explain this and other changes to his policy. So I think Mr G was sent the information he needed about this.

Under the relevant rules, Inter Partner is also responsible for producing the Insurance Product Information Document (IPID) which should include the *“main exclusions where claims cannot be made”*. I can see that details of the upper age limit for medical assistance are contained in this. So I don't think there's been any failing by Inter Partner here.

In any event I understand Mr G hasn't had to make any medical assistance claims on his policy. So he's not suffered any financial loss. As a result even if Inter Partner had done something wrong there's nothing I would direct it to do to put things right. I appreciate Mr G has wider concerns about the impact on other policyholders but I'm only dealing in this decision with the complaint he's brought; other complaints would need to be considered on their own merits if brought by the affected individuals.

Mr G is also concerned the policy wording is unclear as it relates to cover for others travelling with him. I've reviewed the policy which does say *“All Cardmembers including Supplementary Cardmembers and their Families must be under 70 throughout the Trip to receive Medical Assistance and Expenses benefits.”*

However, it also says *“Only Cardmembers, Supplementary Cardmembers and members of their Family who are under the age of 70 throughout the Trip, are eligible to receive the Medical Assistance and Expenses benefits under this Section”*

My reading of that is the policy would cover someone who was under 70 during their trip. But ultimately these are points that would be considered in more detail if they formed part of the rationale for Inter Partner declining a claim. That isn't the case here so I don't see these are issues I need to consider further.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 September 2023.

James Park
Ombudsman