DRN-4237886

The complaint

Mr B and Ms M are unhappy that Inter Partner Assistance SA declined a claim on their travel insurance policy and with the service they received.

What happened

The background to this complaint is set out in my provisional decision which I issued in June 2023. It said:

> Mr B has travel insurance as a benefit attached to his credit card. In October 2021 he made a claim on his travel insurance policy as he suddenly experienced a lot of pain in his back, which made him immobile. At the time Mr B was in a country I'll refer to as 'S'. He contacted IPA for help.
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> IPA declined the claim because they said there was no cover for medical costs carried out in a policyholder's country of residence. They said Mr B was living in S and not in the UK. Mr B said he was a resident in the UK and was registered with his GP. IPA did pay Mr B £100 compensation because they acknowledged there had been delays and poor communication. Mr B accepted that payment. IPA have maintained their decision to decline the claim.
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> Our investigator looked into what had happened and didn't uphold the complaint. In summary, he said IPA's decision was reasonable. He noted that the available medical information suggested Mr B had moved to S. And he didn't think it was unreasonable for IPA to query this further, particularly as they needed to review Mr B's medical history.
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> Mr B didn't agree. He said the claim had been ongoing for 18 months and he'd experienced calls and emails during the evenings and weekends. Mr B said that he had to repeat information in the calls, IPA had lost documents and compensated him for administration issues. He said he'd proved his UK residency and the insurance company approved it – so he questioned why the Financial Ombudsman Service had raised this. In summary, he says he'd shown he was registered with a GP and established his residency. He also queried why he didn't have a copy of the terms of business relating to his credit card and said his GP surgery hadn't kept copies of his registration despite the law requiring them to do so.
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> What I've provisionally decided – and why
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> I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.
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> 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 terms and conditions

In order to have a valid claim under the policy Mr B needed to demonstrate that he met the relevant policy terms.

The terms and conditions say that there are conditions relating to the travel insurance benefits. It says:

> 'You must be registered with a UK general practitioner or equivalent medical practitioner in Your country of residence'.
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> 'Medical practitioner' means:
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> 'A legally licensed member of the medical profession, recognised in the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to You or any travelling companion'.

There is a general exclusion under the medical expenses section which says there is no cover for:

> 'Medical, dental treatment and burial expenses within your country of residence'.

'Country of Residence' means:

> 'Your current country of residence as evidenced by an official document'.

'Trip' is defined as:

> 'A journey outside Your Country of Residence which must commence and end in your Country of Residence which must include a flight, or at least one night of pre-booked accommodation away from home… Trips must not exceed 90 consecutive days with a maximum 240 days during each 12 month period…'

<u>The decline of the claim because Mr B wasn't registered with a GP</u>

Mr B's medical problem started on 17 October 2021. So, I've looked at the available evidence to decide if Mr B was registered with a GP in the UK, as that's where Mr B says he was resident.

Mr B told us in his complaint that he lives in both the UK and S. He explained in his signed complaint form that he was a resident in the UK, paid taxes and received his pensions in the UK. He explained he had a UK address and driving licence. Mr B also said he was registered with a Doctor in the UK and S. He says that the fact he lives in S doesn't mean he's a resident of S. Mr B said he'd registered with a GP in September 2021 and his daughter submitted the forms for him.

Travel insurance policies don't cover every eventuality and are designed to cover emergency medical treatment for unforeseen medical issues. IPA identified from the initial contacts with Mr B and his partner that there may be an issue in relation to his country of residence and that, given the dates of travel, they'd need information about where he resided and his medical history. I don't think that was an unreasonable line of enquiry given the policy terms and conditions and information available to IPA at that time.

The case notes show that Mr B was told on 16 November 2021 that the information IPA had received was sufficient to confirm his country of residence. This was shortly after he'd provided a copy of his UK driving licence.

In January 2022 IPA received information about Mr B's medical history. The notes from December 2019 and January 2020 say that Mr B was living and working in S. They also say Mr B had no UK address and that his daughter's address was outside that practice's catchment area. Mr B was told that when he was in the UK, he would be able to register permanently or temporarily with a GP and the easiest option for him would be to register at a surgery local to where his daughter lived. IPA concluded that this was further evidence Mr B was a resident of S. However, this information was recorded by Mr B's former GP practice, as opposed to the practice he had registered with just before his trip. This meant the information provided didn't cover the relevant time frame as Mr B's last contact with his former GP was in 2020 and didn't cover the 12 months before Mr B's trip to S.

Mr B clarified on 1 February 2022 that he was registered with a different GP practice. He said he'd not visited that GP but was fully registered with the surgery. IPA's position remained that they needed to see evidence Mr B was registered with a GP. I think that was reasonable as IPA needed to be able to confirm that Mr B was registered and check if there was any relevant medical history recorded on the GP's systems.

When IPA declined the claim on 2 February 2022, they said the medical evidence they'd been provided with stated that Mr B had moved to S and was being removed from the practice as he was no longer residing in the catchment area. They said as Mr B wasn't registered with the GP they weren't able to obtain his previous medical history. But they offered to reassess the claim if Mr B could provide that. I think that was reasonable in the circumstances as they didn't have any evidence to say that Mr B was registered with a UK GP.

IPA issued a final response letter on 27 March 2022, following Mr B's complaint. In their final response letter they said that:

> We require evidence that you were registered with a GP in the UK at the time of your claims (17 October 2021). The evidence you have provided is dated March 2022 and therefore we are unable to consider this. If you are able to provide us with further evidence we would be happy to review your claim.

Based on the available evidence I don't think IPA's position was unreasonable at the time they issued the final response letter about this complaint.

However, in August 2022 Mr B provided an email from his GP which said:

> '… we can confirm that you dropped your registration off at the surgery on 11 October and you were registered here on 25 October'.

Mr B travelled to S shortly after submitting the forms. So, I think it would have been reasonable, once this further information was provided, to accept his position that he was registered with a GP in the UK and met that policy requirement.

<u>The decline of the claim because Mr B's journey didn't meet the definition of 'trip'</u>

Although I think IPA were making reasonable enquiries about the GP registration, I think there are other reasons to uphold this complaint and direct IPA to pay

compensation. That's because they didn't promptly identify the claim wasn't covered for other reasons. I'll explain why.

As I've outlined above there was ongoing correspondence between IPA and Mr B, which continued until Mr B made a complaint to the Financial Ombudsman Service. Mr B referenced this correspondence in his complaint form, a copy of which was provided to IPA.

Our investigator queried with IPA what their current position on the claim was, and whether they intended to consider this as a separate complaint. He didn't receive a response to those queries. I also note that Mr B made IPA aware in August that he was corresponding with the Financial Ombudsman Service about the ongoing issues. I've therefore considered this information as part of this complaint as I'm satisfied it arises from the same complaint points Mr B raised in his complaint to the Financial Ombudsman Service.

As I've outlined above in August 2022 Mr B provided an email from his GP which confirmed he'd registered with his GP. But IPA then told Mr B that his itinerary showed he'd flown from S to the UK on 10 October and returned to S on 15 October 2021. He was then told that the policy defined a trip as starting and ending in your country of residence. So, they queried if Mr B had a return flight booked and highlighted the exclusion relating to medical treatment within your country of residence. Mr B responded to say he'd not been able to return to his country of residence until 8 February 2022.

Looking at the available information IPA now relies on the definition of 'trip' to decline the claim. They asked Mr B to evidence that he had a return flight booking to the UK within 90 days of the 15 October 2021. Mr B said he travelled to and from his country of residence throughout the year, and all trips included flights and accommodation. He said on this occasion he couldn't fly back to his country of residence due to his condition.

If I accept Mr B's position that the UK is his country of residence that means his trip needed to start and end in the UK. Mr B flew to S in October with no return flight booked, having visited the UK for a few days. That means there was no end date for the trip to S and that it didn't end in the UK. Nor was it a trip that was limited to 90 days. Unfortunately, that means his journey didn't meet the definition of trip – it was an open-ended journey to S which isn't covered by the policy.

I've thought about the overall circumstances and whether it's fair and reasonable to depart from the policy terms and conditions in the circumstances of this case. I don't think that it is.

Mr B was, according to his own evidence, travelling back and forth to the UK multiple times per year. That's not something a standard travel insurance policy attached to a credit card is designed to cover. It's not a specialist policy designed to cover policyholders who live or work in more than one country. Such policies are available on the market and it was up to Mr B to decide if he had the appropriate level for his circumstances. So, I don't think it would be fair and reasonable to depart from the policy terms and direct IPA to cover Mr B's treatment in the circumstances.

In any event, at the point Mr B had the surgery, he was aware that he wasn't covered under the policy. And, as a UK resident, he'd have been entitled to access emergency medical treatment under the UK's reciprocal health agreement with S. Based on the information provided Mr B sought some treatment at a private facility

and he was aware that his costs weren't covered at the time the surgery took place. So, he was aware there was a risk his costs wouldn't be covered by his insurer.

Overall, I think IPA could have been more proactive in the early stages of the claim. I don't think they got to grips with the key exclusions that applied to Mr B's case quickly enough. If they'd established the trip was open ended back in October 2021, they could have given Mr B an answer about cover then. I'd expect IPA to have identified this was a relevant exclusion at a much earlier point in time.

Instead, IPA focused on Mr B's registration with his GP – he went to a lot of effort to get information about whether he was registered which involved sending a number of emails and making calls. I think some simple enquiries about trip dates in the early stages of the claims journey would have established that there may have been other reasons to decline the claim, at a very early stage.

That's because, even if IPA accepted that Mr B was a UK resident, there were other reasons to decline his claim which ought to have been apparent when the claim was made. Unfortunately, this information wasn't communicated to Mr B until August 2022 after he'd provided evidence that he was registered with a GP.

I can understand why it was then very frustrating for Mr B when IPA said that there were other reasons to decline his claim. It's clear from his email in response to IPA that he felt they were just looking for reasons to decline his claim. I think putting Mr B to the trouble of getting information, when there were other reasons to decline his claim, caused him inconvenience at a time when he was recovering from significant surgery.

Customer Service

Mr B was compensated £100 for some issues with poor communication and delays during the early phases of the claim. This was awarded on 2 December 2021 and accepted as a resolution to the complaint at that time. I've taken into account the other points he's raised about the overall service he received.

Mr B told us that he received calls from IPA in the evenings and at the weekends. Mr B raised this with IPA, and the notes suggest he was asked if he wanted calls at an earlier time of the day. The notes reflect that Mr B said he was just making an observation. So, I think Mr B was aware he could make a request to be contacted at particular times.

I've taken into account what Mr B has said about not having the terms of business for his credit card. That's something Mr B will need to address with the card provider. The terms of business for the travel insurance policy are contained within the policy terms and conditions.

Finally, my role is to look into whether IPA did something wrong in declining the claim. Mr B has raised concerns about his GP's retention of his information. That's not something I can consider. Mr B will need to raise any concerns about this with the appropriate regulator or dispute resolution service.

Putting things right

I think there were opportunities early in the claims journey to establish whether Mr B's trip was covered. Instead, several months after the claim had started, IPA told him that even if he was a UK resident and registered with a GP, he wasn't covered. I

think some simple enquiries at the outset of the claims journey would have established this.

This means Mr B, and his partner, went through several months of obtaining information which was ultimately irrelevant to the reason the claim was declined. That included, based on the evidence that's available to me, obtaining medical information and confirmation of registration with his GP.

I think this has had an impact on Mr B as he was trying to sort all of this out, whilst recovering from surgery. I also accept what he's said about the impact on Ms M as it's also caused her distress and inconvenience too. I think IPA should pay Mr B and Ms M £350 compensation for failing to let them know promptly that Mr B didn't meet the policy definition of trip.

My provisional decision

I'm intending to uphold this complaint and direct Inter Partner Assistance SA to put things right in the way I've outlined above.

Mr B disagreed with my provisional decision. In summary, he said:

- He didn't call IPA, he contacted his card provider. His actions are supported by the terms of business
- The definition of 'trip' makes no reference to him having two single tickets
- I'd addressed his 'country of residence' when I had concluded that IPA had received sufficient information to confirm his country of residence
- IPA was procrastinating and trying to find every excuse not to pay compensation – I'd stated it was the duty of the company to act as quickly as possible
- The ombudsman should be impartial and I'd made false accusations. Mr B queried the evidence that I'd based my comments about the market for ex-patriate polices on
- His card provider approved the payment on his card – he didn't know the surgery wasn't approved
- Mr B queried if I understood how the health insurance system in S worked – he said it could take weeks if not months before he could be treated under the reciprocal health agreement
- There was no reason to decline his claim – he'd explained the reason for not getting return tickets as it was more cost effective
- IPA mislaid documents and continued to call him despite his observations about calls at the weekends
- He disagreed I couldn't consider the issues he's raised about his card provider and his GP
- Compensation of £350 was an insult
- I'd already made my final decision.

IPA didn't add any further comments.

I asked Mr B to clarify some information he'd provided in response to my provisional decision as he'd mentioned buying two single tickets. He provided evidence that a flight had been booked from S to the UK, departing on 14 March 2023 and a flight which was booked from the UK to S on 21 March 2023. Our investigator checked with Mr B whether this was the right information because I was considering a claim made in 2021. He said I'd address a comment from Mr B about the return ticket in my decision.

Mr B responded to say that his question about the return ticket hadn't been answered. He said he picked those dates because it was an example of what two single tickets would cost. He said that since he'd been with his partner he's made many trips back and forth from S and depending on the circumstances they would book singles or returns. Mr B said his question about the terms of business and the requirement to have a return ticket still hadn't been answered. Our investigator responded to Mr B to address those points.

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 I outlined in my provisional decision 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.

Mr B's further submissions haven't changed my thoughts about the outcome of this complaint. I'll focus on the key points which I think are central to the decision I've reached.

I'm not upholding Mr B's complaint for the reasons I've outlined in my provisional decision and because:

- Mr B's clarified he spoke to his card provider about authorising a transaction on his credit card. That's not the same as a travel insurance provider agreeing cover for a procedure. If Mr B is unhappy with the guidance given by his card provider he'll need to complain to that business. That's because they are a separate business to the business which underwrites his travel insurance policy. That means IPA isn't responsible for information or guidance given by the credit card provider. If Mr B is unhappy about this he'll need to complain to that business. That also applies to the points he has raised about his card provider's terms of business. Mr B can make a complaint to his card provider about this but that's not something I can address as part of a complaint about IPA.

- Mr B said that he didn't know that the surgery wasn't authorised. But, on Mr B's own account he contacted his card provider, not his travel insurer. And, I don't think it's reasonable to conclude that the card provider saying it would authorise the transaction is the same as a travel insurer saying it will cover the procedure.

- In any event, the contact notes show that throughout Mr B's contact with IPA they told him that they were still looking into cover. Mr B's surgery took place in early December 2021. I can see that, as of that date, his insurer hadn't confirmed coverage. Mr B was having ongoing conversations with IPA about what information was needed to validate his claim. So, I still don't think it would be fair and reasonable to say that IPA should cover Mr B's treatment as I think he ought reasonably to have been aware that cover wasn't confirmed.

- The policy definition of 'trip' says it 'must commence and end in your Country of Residence'. I'm not suggesting Mr B needed to book a return ticket to the UK or that it's specified in the policy terms. He was free to book single tickets. However, with no single ticket booked from S to the UK his trip didn't commence and end in the UK (which he says is his country of residence). That means his journey didn't meet the definition of a trip as set out in the policy. Mr B hasn't provided any compelling or persuasive evidence that his trip started and ended in the UK. So, it was reasonable for IPA to conclude it was an open-ended trip.

- Insurers are entitled to decide what risks they are prepared to cover. IPA doesn't cover the risks associated with open ended trips or trips that didn't start and end in the country of residence. That's a commercial decision it's entitled to make and many other policies on the market contain similar restrictions. As I'll explain in more detail below, it was for Mr B to decide if this policy met his needs, bearing in mind his travel plans.

- I addressed the point about Mr B's Country of Residence as it was one of his key complaint points. It was also relevant to my findings that IPA had spent a lot of time looking into this when they ought to have spotted there were other relevant exclusions. That is one of the reasons why I've awarded Mr B compensation.

- As I've outlined above the relevant rules say that the claim should be dealt with promptly. I acknowledged in my provisional decision that I could understand why Mr B would have felt that IPA were trying to find reasons to decline the claim.

- Mr B has questioned the basis upon which I've determined that there was a market for ex-patriate policies. I think that's a relevant consideration when deciding what is fair and reasonable in the circumstances of this case.

- The Financial Ombudsman Service has a lot of experience in dealing with travel, and medical insurance complaints. I'm satisfied that there would have been other options available to Mr B which might have been better suited to his circumstances. It was for Mr B to decide if the policy he had was right for him. Mr B can find information about this in the public domain. That includes, but isn't limited to:

    (a) Private Medical Insurance policies which offer global or European cover

    (b) Specialist Travel insurance policies, such as those which are tailored to ex-patriates who split their time between the UK and abroad

    (c) Travel Insurance policies which don't specify a requirement to have a return journey booked and/or which cover longer term stays abroad

- I can reassure Mr B that The Financial Ombudsman Service has a good understanding of the reciprocal health agreement works, including how it works in S. I understand that it can take some time to access treatment in S under the reciprocal health agreement. However, as I've outlined above it's open to consumers in Mr B's circumstances to look into more specialist cover if they want to access treatment whilst spending time abroad.

- I invited Mr B's further comments in response to my provisional decision because I'd not, at that time, made a final decision. Whilst I'm very sorry to disappoint Mr B his further comments haven't changed my thoughts about the overall outcome of this complaint. But I have carefully considered all of the points he's made in

response to my provisional decision.

- The Financial Ombudsman Service does not deal with complaints about GP's. That's not something I have the power to consider based on the rules which govern how The Financial Ombudsman Service operates.

- I'm sorry that Mr B feels the compensation I'm awarding is an insult. My role is to consider the evidence independently and impartially. In reaching my decision about fair compensation I considered the impact on Mr B and Ms M caused by poor customer service. That's a separate issue to the cost of the treatment he received. My award was to recognise that IPA could have given Mr B an answer sooner about cover under the policy. I've explained in my provisional decision why I think £350 fairly reflects the distress and inconvenience caused.

- I don't think I need to listen to the calls between Mr B and IPA. Even if I accept that Mr B said he didn't want calls on the weekends it doesn't change my thoughts about the compensation to be awarded. I still think £350 compensation is fair and reasonable because I'm not persuaded receiving calls on the weekend caused Mr B a level of distress or inconvenience that warrants further compensation.

Putting things right

IPA should pay Mr B and Ms M £350 compensation for failing to let them know promptly that Mr B didn't meet the policy definition of trip.

My final decision

I'm upholding Mr B and Ms M's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms M to accept or reject my decision before 17 August 2023.

Anna Wilshaw
Ombudsman