

The complaint

Ms K and Miss K complain about the service they received from their insurer when Ms K was injured abroad and required emergency medical assistance.

Ms K brings the complaint on behalf of herself and Miss K.

What happened

Ms K held a travel insurance policy underwritten by Inter Partner Assistance SA (IPA). She travelled abroad on a cruise holiday with a relative - Miss K - who is also insured under this policy. During one of the port stops, Ms K fell and injured both legs, and was taken to hospital where she was told she would need surgery.

Ms K was admitted to hospital on 13 October 2023. Initially she told IPA she didn't want to have surgery abroad, and asked it to repatriate her to the UK. IPA said it could likely arrange for Ms K to fly home on a commercial flight with additional seats. However, Ms K said she didn't think she would be able to travel home in that way due to her injuries.

IPA received the hospital's medical report on 14 October 2023, via Ms K. Ms K required surgery, but this could be carried out in the UK. However, Ms K had advised she was at that time unable to move from her hospital bed, and said because of this, she would be unable to return home via a commercial flight with a wheelchair. IPA also noted that Ms K was very distressed and had said she didn't want to have surgery abroad.

IPA called Ms K the same day. It said it had referred the information to its medical team and was unable to authorise a repatriation due to her condition at that time, so the surgery would need to take place abroad. And it said the hospital she was at was a centre of excellence and could carry out the necessary surgery.

IPA attempted to call the hospital and asked about the surgery. It was told information about this couldn't be provided due to data protection, and it was provided with an email address. IPA asked its local agent to attempt to obtain further information.

On 15 October 2023, Ms K told IPA that she was waiting for the hospital to tell her when her surgery would take place.

On 17 October 2023, Ms K called IPA and advised the hospital had told her she had swelling, so they couldn't operate for four to five days. And she emailed IPA contact details for the doctor. IPA's records show its local agent attempted to call the hospital but couldn't get an answer.

On 18 October 2023, Ms K told IPA the hospital had said the surgery should take place in the UK and wanted to discharge her. IPA's local agent attempted to contact the hospital and told IPA there was no answer. Once IPA was able to get through to the treating doctor, he confirmed the surgery should take place in the UK and advised Ms K could be repatriated using a wheelchair.

IPA began making arrangements for a medical escort and flights. It updated Ms K and told her it had been aiming to repatriate her on 20 October 2023, but there were difficulties sourcing a medical escort, so it was planning for her to return on 21 October 2023. IPA updated Ms K again the following day and confirmed the repatriation plan including the medical escort and an ambulance to transport her between the hospitals and airports at both sides.

During the return journey there were issues with the flight. IPA were told the flight had been cancelled by the airline, so it cancelled the arrangements for Ms K to be transported by ambulance from the airport in the UK. And it began looking into arrangements for her to stay at a hospital overnight. The flight later went ahead with a delayed departure time, and ambulance transportation wasn't in place when Ms K arrived back in the UK. Ms K said her medical escort had to request a taxi at the airport and she experienced difficulties and discomfort travelling in the taxi.

After returning home, Ms K complained to IPA about the service she received.

IPA upheld the complaint in part. It said it thought it had acted correctly in terms of the repatriation it arranged for Ms K, but accepted it could have done more to keep her updated. And it offered £200 in compensation.

Unhappy with the response, Ms K brought her complaint to this service. And she raised the following additional points:

- the repatriation plan / method was inappropriate as she could not put weight on her legs due to her injuries;
- the insurer didn't communicate with the hospital so there was confusion between them over whether Ms K was being operated on or repatriated;
- she had to chase IPA for information and updates and did not have one point of contact;
- she should not have been asked to gather information from the hospital as she was in pain and drowsy due to medication; and
- there should not have been a delay in arranging accommodation for Ms K's relative who had been travelling with her, as it was an emergency and she had provided her policy details.

The case was passed to me to decide and I issued a provisional decision to both parties.

My provisional decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

And I've looked at the relevant rules and industry guidelines, which say an insurer must handle claims promptly and fairly and shouldn't unreasonably reject a claim. And it should provide reasonable guidance to help make a claim with appropriate information on progress.

I've read and considered all of the detailed submissions provided by Ms K and I've also taken into account the information which IPA has provided. But, reflecting the informal nature of our service, I won't be referencing or addressing each and every point raised – nor am I obliged to. Instead, I only intend to address what I think are the key complaint issues.

Having reviewed the case, I've reached a similar outcome to that of the investigator. And I'll explain why.

I appreciate Ms K had a distressing experience becoming injured abroad and needing hospital treatment and repatriation. I think these circumstances would always be distressing to an extent. And while I have empathy for Ms K's distress, I need to consider whether it's likely this was caused by an action or inaction of the business. And it wouldn't be fair or reasonable to hold IPA responsible for circumstances which I think were beyond its control.

I've also considered that Ms K's policy provides emergency medical assistance, and is not private medical insurance. So whilst I can appreciate the conditions and provisions in the hospital abroad did not meet Ms K's expectations, this isn't something I can reasonably say IPA is responsible for.

Were there delays in confirming cover?

Ms K has said she thought IPA took too long to check her cover and questioned why she was being asked for certain information.

I think it's reasonable IPA requested details such as the circumstances of Ms K's accident, her cruise booking and itinerary and medical reports from the treating hospital. A policyholder has a duty to provide sufficient evidence to demonstrate that they have a valid claim under the insurance policy. And an insurer is entitled to request reasonable information to satisfy itself that a claim meets the criteria set out in the policy before confirming that a claim is covered. I'm satisfied IPA's requests for this information didn't cause delays in Ms K receiving medical attention, as she had already been admitted to a public hospital.

I don't think it's unreasonable that IPA asked Ms K if she could obtain and send a medical report from the hospital, as often this can save time. However, I also note Ms K advised there was a language barrier, so IPA arranged for a local agent to assist in obtaining the report. I'm satisfied IPA acted fairly and reasonably in the circumstances and did all it could to arrange to get the information it needed to confirm cover. I'm also satisfied that there were no excessive or unreasonable delays on the part of IPA up to this point.

IPA didn't make any arrangements for Ms K's relative who was travelling with her – and who is also insured under this policy. In one of the calls it advised the policy provided cover for a 'plus one' to stay with Ms K. However, at that time it said it couldn't make any arrangements until it had confirmed cover. Whilst I don't think this was unreasonable, as IPA was at that point still gathering the information it needed to confirm cover, it may have been helpful if it had advised that Miss K could make a claim for reimbursement for her accommodation expenses. And I've gone on to consider what impact this had on both Miss K and Ms K.

Ms K has explained the hospital were not allowing Miss K into the ward to be with her. And because of this, she booked a flight for her to return home. Because of this, I don't think it's likely to have made a difference to Miss K or Ms K's experience at the hospital, had they been told by IPA that Miss K could book accommodation and reclaim the expenses. It seems to have been the hospital's policy preventing Ms K from having Miss K with her on the ward, and this is something IPA had no control over.

Were there delays in arranging the repatriation?

The terms and conditions of Ms K's policy say that IPA reserves the right to move or repatriate the policyholder based on the opinion of its Emergency Medical Assistance team.

Ms K said there was confusion between the hospital and IPA over whether she was being repatriated or having surgery abroad, and this delayed her repatriation.

Based on the information I've seen that IPA received, and the efforts I think it made to contact the hospital directly and via its local agent, I can't fairly say it caused any excessive or unreasonable delay in the repatriation. When IPA was unable to obtain updates from the hospital, it relied on the information provided by Ms K, which I think was reasonable. It wasn't until 17 October 2023 that IPA became aware, via Ms K, that the surgery had to be delayed due to swelling. IPA started attempting to contact the treating doctor directly via its agent. Once IPA had spoken to the doctor it started investigating flight options and medical escorts.

Whilst I've noted Ms K's points about the time taken to arrange her repatriation and her cover being for 'emergency' treatment, I don't think it's realistic to expect an insurer to put these plans into place instantly. And while I'd expect an insurer to take a policyholder's wishes into account, it's not necessarily for the policyholder to direct what the next steps are following an accident abroad. An insurer is entitled to satisfy itself – with input from its medical assistance team – whether it thinks repatriation is reasonable and/or appropriate based on the available medical evidence.

Having an accident abroad is inevitably inconvenient and distressing. And sometimes it may involve a policyholder having to wait abroad for longer than they'd like while an insurer makes arrangements for them to travel home. Overall, I'm satisfied IPA acted fairly and reasonably when dealing with Ms K's claim, and without any excessive delays.

Was the repatriation plan suitable?

Based on the evidence I've seen, I don't think IPA's decision to refuse to arrange air ambulance or stretcher repatriation for Ms K, on the basis that it wasn't medically necessary, was unfair or unreasonable in the circumstances. And I'll explain why.

IPA spoke with the hospital treating doctor on 18 October 2023 and he gave an up to date account of Ms K's condition and confirmed she could be repatriated using a wheelchair. I've listened to the recording of this call and the doctor stated Ms K did not need to be airlifted and that using a wheelchair was "perfectly safe". He also said Ms K's cast had been removed from her left leg and that she could bear some weight on that leg.

Whilst I note Ms K has concerns about the conduct of IPA's member of staff during this call, I'm satisfied the treating doctor confirmed Ms K could be safely repatriated in a wheelchair. And I don't think I can fairly say IPA led the treating doctor to agree to a wheelchair repatriation. I think the responsibility was on the treating doctor to make IPA aware, if he didn't think the repatriation plan was medically safe or appropriate.

Ms K feels strongly that the repatriation method was inappropriate due to her injuries and said the treating doctor told her directly on 17 October 2023, that he would write a report stating she needed to be repatriated via a stretcher. However, I've seen no evidence of IPA receiving this report and I've not been provided with a copy of it. And

I've noted from listening to the call, that the doctor did not advise IPA that a stretcher was required when he spoke with the insurer on 18 October 2023.

Overall, based on the information I've seen, I'm satisfied IPA relied on the medical advice received from the treating doctor over the phone to determine Ms K's repatriation plan. And in the absence of IPA being provided with any other medical report to the contrary, I think it acted fairly in arranging the wheelchair repatriation.

Changes to the flight by the airline

It is of course really unfortunate that changes were made by the airline to Ms K's flight. I appreciate this was distressing and inconvenient for Ms K, however it wouldn't be reasonable for me to hold IPA responsible for this, as it was beyond its control.

Based on the evidence I've seen, I think IPA reacted in a timely way when it was given the information about the changes to the flight. Initially it was told the flight was cancelled, so it cancelled the planned ambulance pick up and looked into where Ms K and her escort could stay overnight. After IPA was told the flight would be taking off at a later time, I can see it tried to rearrange the ambulance pick up, but was told this was no longer available. It also tried to book a taxi with extra legroom but was unsuccessful, so asked that the medical escort provider company to arrange this.

I understand there was also an issue with the UK hospital accepting Ms K on her arrival. I don't know exactly what happened at the hospital, but I think the confusion was most likely due to Ms K originally having been booked to arrive earlier and via an ambulance.

Whilst I can understand this would have added further worry and inconvenience to Ms K during her repatriation, I'm satisfied IPA made sufficient attempts to resolve the situation caused by the airline's unexpected flight changes. And it's difficult to see what more IPA could have done in the circumstances.

Did IPA communicate adequately with Ms K?

Ms K complained she had to speak to different people each time she called IPA, and should have had a dedicated case handler. Whilst I can appreciate that one point of contact may have been more helpful to Ms K, I don't think this would be practical for the insurer to arrange as the medical assistance line is available 24 hours a day. I've seen from the records provided that IPA's call handlers were making notes against Ms K's casefile in relation to her calls, and these could be referred to as needed by each staff member. And I think this is reasonable.

There were times when Ms K had to call for updates, rather than receiving contact from IPA. IPA said its communication could have been better considering she was alone at the hospital and offered her £200 in respect of the distress and inconvenience this caused.

Having looked at the records provided, I think IPA's offer of compensation is fair in the circumstances. On some of the days Ms K was in hospital, the contact was instigated by her calling the insurer to ask for an update. And she had made the insurer aware she was alone at the hospital as her relative had not been allowed into the ward.

Ms K also raised concerns about what happened when she reached the UK hospital, post-surgery as an outpatient and in relation to the costs of medical equipment she

needed once she went home. However I'm satisfied Ms K's travel insurance policy only covers emergency medical assistance whilst abroad, so IPA is not responsible for any of the care or costs incurred by Ms K in connection with her treatment once she had returned to the UK.

The response to my provisional decision

Ms K raised a considerable number of points in response to my provisional decision. And I appreciate she would like me to deal with every point individually. But, we're an informal alternative to the courts and this means I've focused on the issues that I think are material in determining a fair and reasonable outcome to this complaint. No discourtesy is intended by this; it simply reflects the informal nature of the ombudsman service and my role in it. So, I'll go on to summarise below what I believe to be the key points.

Firstly I acknowledge that I hadn't used Ms K and Miss K's preferred titles correctly and have amended that in this decision.

Ms K queried the entry in the insurer's assistance notes from 14 October 2022 and said she had not been seen by any local agent on that day. It was stated the medical team's input was: *"Seen that pax. Can't move out of bed. Surgery then needs to be done there, she can't CURTAIL like that"*.

I asked IPA to explain this note in its file. And I'm now aware the local agent was used to communicate with the hospital and attempted to do so by phone and email, but not in person. IPA said the comment noted in its file was made by its medical team based on the medical report Ms K forwarded by email on that date and the information she supplied over the phone on the same day. I'm satisfied by this explanation. I say that because I'm persuaded, having reviewed the content of the telephone call with Ms K and the hospital medical report, that it was reasonable for IPA to conclude at that time, that Ms K could not move from her bed.

IPA has not provided records of internal meetings and discussions which took place when deciding the repatriation plan. Ms K said this should be provided, but I disagree that it's necessary. What is necessary for my assessment, is the opinion the treating medical professional provided to IPA about Ms K's repatriation needs, and IPA's repatriation plan. Both of which I had available to me to consider when assessing whether IPA had acted fairly.

I've noted Ms K's strength of feeling around the difficulties with toileting during her repatriation journey. I can appreciate it would be uncomfortable to need to limit drinking prior to the flight in order to avoid difficulties with the cabin toilets onboard. However I'm still not persuaded this means Ms K should have been repatriated via an air ambulance. As I explained in my provisional decision, I'm satisfied IPA arranged a repatriation in line with the advice of the treating doctor, who stated Ms K could safely be repatriated using a wheelchair and could bear some weight on one of her legs. Miss K disputes this, but I think it's reasonable for IPA to have relied on the information the treating doctor supplied at the time.

I'm aware the changes made to the flight by the airline complicated the repatriation and impacted the expected length of the journey, and this added to Ms K's discomfort. But I cannot hold IPA responsible for this, as the flight delay was not foreseeable and was beyond its control.

Ms K has said it would have made a difference to her relative, if IPA had told her that she could book accommodation and reclaim the expenses if cover was confirmed. Ms K has said her relative spent the night outside the hospital attempting to be allowed in. And she has

said Miss K was “*without enough money or credit card*”. So I’m still not persuaded, had IPA provided this information over the phone to Ms K at the time, that this would have changed Miss K’s ability to book into a hotel on that night, as Ms K has said she didn’t have the means to pay.

Ms K has made various comments about the treating hospital. And I reiterate what I said in my provisional decision. My role here has been to assess the actions of IPA and I cannot hold it responsible for any actions or failings of the treating hospital.

IPA responded to my provisional decision. It said it accepted the decision and confirmed it had already paid the £200 compensation it had offered.

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.

And I’ve considered again my provisional findings in light of the responses.

The points Ms K raised haven’t changed my mind. So I see no reason to depart from the conclusions set out in my provisional decision and summarised above.

My final decision

For the reasons I’ve given, I think Inter Partner Assistance SA’s payment of £200 in compensation is fair and reasonable in all the circumstances. My final decision is that I think Inter Partner Assistance SA has done enough to put things right, and so I’m not directing it to do anything further.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss K and Ms K to accept or reject my decision before 31 May 2024.

Gemma Warner
Ombudsman