

The complaint

Mrs M and Mrs S are unhappy with the way their claim was handled by Inter Partner Assistance SA (IPA).

What happened

Mrs M and Mrs S had travel medical insurance with IPA. They were on holiday when Mrs M became unwell, suffering with back pain triggered by the recurrence of whiplash. Mrs M visited the local hospital and raised a claim with IPA on 22 January 2024. This hospital was unable to treat Mrs M and so she travelled to a second hospital with appropriate facilities, however, Mrs M said it refused her treatment.

Mrs M and Mrs S ended up travelling to another neighbouring country by plane for treatment. They were unhappy that IPA failed to arrange an air ambulance for them in good time. Mrs M and Mrs S said IPA didn't handle their claim fairly and caused unnecessary delays. They also said it unfairly withdrew cover, leaving them to incur additional medical costs. Both Mrs M and Mrs S said they felt abandoned, and that IPA ignored their medical evidence. They said IPA prematurely curtailed their trip and that it also failed to cover the upgrade costs for Mrs S's return flight so she could accompany Mrs M, after initially agreeing to them.

IPA said it sympathised with Mrs M and Mrs S and recognised they'd had a bad experience. However, it said most of this was beyond its control and highlighted it cannot reasonably be held responsible for the poor treatment they received by the hospitals involved with Mrs M's care. It said the delays were necessary because it was waiting on the availability of the air ambulance, as well as having to wait for medical reports, which ultimately delayed its decision to accept liability for the claim.

IPA also said that it decided it was medically necessary to curtail their trip given Mrs M's symptoms, but Mrs M and Mrs S declined to do that. IPA said it made clear that it wouldn't accept any on-going liability for their decision to remain on holiday. IPA offered £200 compensation for the delay organising their accommodation.

Our investigator agreed that IPA's offer was fair. She explained IPA's decision to curtail the trip from 8 February was the right thing to do, based on the available medical evidence at that time. She said it wouldn't have been reasonable to do that before then as there was a lack of medical evidence to support their claim. She noted this was declined by Mrs M and Mrs S because their preference was to wait for an updated scan, but she felt that was unnecessary given IPA's medical team assessed Mrs M's medical records prior to making that decision.

Mrs M and Mrs S disagreed with her view. In summary, they said IPA should cover the cost of their whole trip as they weren't able to enjoy it as planned because of Mrs M's injuries and the time spent in hospitals. They explained they didn't decline the offer to curtail their trip, rather, they wanted to be sure that Mrs M was safe to fly and felt another scan was a necessity in the circumstances.

Mrs S subsequently said she wouldn't have been able to fly back on the date IPA suggested

as she began suffering with gastro enteritis and provided IPA with medical evidence that has been ignored. Mrs M and Mrs S also said IPA agreed to cover the cost of upgrading Mrs S's flight so that she could accompany Mrs M (who IPA had paid for an upgrade to business class) on their flight back to the UK. And so, it's now for me to make 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.

Having done so, I've also decided not to uphold it. My reasons for doing so are similar to those already explained by our investigator. I was sorry to learn of the difficulties both Mrs M and Mrs S experienced whilst they were away, in particular the way they were treated by one of the hospitals involved with Mrs M's care. I appreciate that made things worse for them at a time they were most vulnerable.

That said, I can only consider IPA's role in this case, and I think that for the most part, it handled their claim well. I agree there were delays arranging treatment for Mrs M, however, I think they were unavoidable. I also thought the £200 compensation paid for the delay booking their hotel was fair. I'll explain why.

The rules IPA must follow when assessing claims are set by the Financial Conduct Authority (FCA). The relevant rule that applies here comes from the Insurance Code of Business Sourcebook (ICOBS). This rule says that IPA must handle claims promptly and fairly and must not avoid a claim. I've thought about this whilst reviewing Mrs M and Mrs S's complaint.

The relevant policy term that applies in this case is;

“Section 2 — Medical Emergency and Repatriation

If you become unexpectedly ill, injured or have a complication of pregnancy and you require in-patient treatment, repatriation or it is likely that the costs will exceed £500 then you must contact us on +44 0203 0931 749.

We may:

- *Move you from one hospital to another: and/or*
- *Return you to your home in the country of residence; or move you to the most suitable hospital in the country of residence.; at any time, if we and the treating medical practitioner believes that it is medically necessary and safe to do so. If our Chief Medical Officer advises a date when it is feasible and practical to repatriate you. But you choose not to be repatriated, our liability to pay any further costs under this section and Section 10 — Cruise Cover (only applicable if shown in your policy schedule) after that date will be limited to what we would have paid if your repatriation had taken place”*

I've also considered this whilst thinking about Mrs M and Mrs S's decision not to curtail their trip and return to the UK.

- I'm satisfied the delays were unavoidable. I say that because IPA's claims notes show it was proactively trying to make arrangements to diagnose and, if necessary, arrange treatment for Mrs M throughout its handling of the claim. There was regular contact between both parties and IPA was actively working in between contact to progress the claim. There were issues with the treating hospitals at the beginning of

the claim where Mrs M and Mrs S were being messed around by the hospital. This took place over a two-day period and whilst I accept this caused distress, it wasn't caused by IPA.

- The evidence I've seen persuades me that IPA was considering and pursuing all the necessary options including an air ambulance (AA) to a neighbouring country for diagnostic tests. I thought that was the right thing to do given IPA's agent was having no success trying to understand why that hospital was delaying Mrs M's treatment. I note there were delays with arranging the AA however, this was caused by both passengers not having suitable vaccinations, which I'm persuaded had an impact here as IPA said it reduced the selection of AA providers.
- IPA's mistake handling this claim was with the delay in booking accommodation for Mrs M and Mrs S when they arrived in the neighbouring country for treatment. They arrived having decided to take a commercial flight because they didn't want to wait any longer and Mrs M's symptoms were worsening. I understand why they took that decision, but given what I've already explained, I don't think it fair to hold IPA responsible for the delays up until this point. I'm satisfied these were factors outside of its control. Mrs M and Mrs S arrived late at the hospital and was unable to receive treatment. They were told the hospital hadn't received notification from IPA about their arrival, however, I note IPA had sent a guarantee of payment for diagnostic treatment. Mrs M and Mrs S decided to book their own accommodation, as IPA hadn't done that, and return to the hospital the next morning.
- IPA had agreed to arrange their travel from the airport to the new hospital and book their accommodation. The transport was arranged, but the accommodation wasn't. IPA had agreed to do that prior to Mrs M and Mrs S boarding the flight and so I agree this caused them unnecessary stress. Mrs M and Mrs S decided to book their own accommodation, only to realise they'd been scammed. This left them in a vulnerable position and essentially on the streets. Both Mrs M and Mrs S said they felt scared given the safety issues with their location. I can sympathise with them about that. And had IPA done what it should have, they wouldn't have been in that position. IPA recommended they travel back to the hospital and wait until it'd arranged suitable accommodation. I think that was all it could reasonably suggest in the circumstances, and I thought the £200 compensation was a fair way to acknowledge its mistake and the impact it had on Mrs M and Mrs S.
- Mrs M and Mrs S arrived at the new hospital on 26 January and was originally diagnosed with sciatica. However, Mrs S called IPA on 29 January and said this was a translation error and the correct diagnosis was whiplash. They provided an updated medical report on 5 February 2024 and IPA, upon reviewing the report agreed cover on 7 February. And so, whilst there were delays with IPA accepting liability for the claim, I'm satisfied they were unavoidable as the medical information provided to it showed an incorrect diagnosis. I also note IPA had partially accepted the claim up until that point in time, authorising costs for diagnostic treatment, the AA, and travel costs. So, I think it did everything it could to support Mrs M and Mrs S's claim up until then.
- After reviewing the medical evidence and speaking with Mrs M on 8 February, IPA decided their trip needed to be curtailed on medical grounds. IPA said it was concerned about Mrs M's lack of recovery and the risk of further complications. I thought that was the right decision to make given Mrs M and Mrs S were also concerned about the suitability of their next accommodation as it wasn't on the ground floor and Mrs M was struggling to climb stairs. I'm persuaded by what IPA said here and therefore the only option was to repatriate Mrs M and Mrs S back to

the UK. I also note Mrs M and Mrs S ended up cancelling their forwarding accommodation because of their own concerns about that.

- Mrs M and Mrs S were reluctant to agree to IPA's recommendation without another CT scan to show it was safe. The evidence I've seen persuades me that was their primary concern. I know Mrs S has made subsequent arguments that she would have been unable to travel as she was suffering with symptoms of gastro enteritis. I acknowledge what she says about that, however, I don't think it makes a difference to my final decision. I say that because IPA still offered to repatriate them both when they asked to go home on 18 February.
IPA also said it wasn't medically necessary for Mrs M to have another scan as its medical team had reviewed her medical evidence and decided it was safe for her to fly. I acknowledge Mrs M and Mrs S's arguments challenging this, but I find them less persuasive given IPA's medical team are specialists, experienced in assessing the needs and requirements for medical repatriation.
- Mrs M and Mrs S on 13 February provided IPA with an unfit to fly certificate for Mrs M. Their argument is that IPA ignored this evidence and still suggested they should return home. I've thought carefully about this and I'm still unpersuaded by their arguments here. I say that because this evidence was produced by a doctor that hadn't personally assessed Mrs M. It was provided following an assessment over the phone, without any new evidence, and therefore I'm satisfied was less persuasive when compared to the other contemporaneous medical evidence from the treating hospital and the opinion reached by IPA's medical team.
- I'm satisfied IPA made it clear that should Mrs M and Mrs S essentially refuse to accept its recommendation to return home, then it'd end the claim from that point. And so, that's what happened. IPA said any additional medical costs incurred would not be covered. I agree that was the fair thing to do. Mrs M and Mrs S eventually decided to accept its recommendation and return home, but that was several days later on 18 February. They called IPA to notify it of their plans and IPA agreed to honour its original offer to upgrade Mrs M's flight given her medical needs. I also thought that was fair.
- Mrs S said IPA had previously agreed that it'd upgrade both of their flights, however, there's no evidence to support her claim here. Mrs S said she spoke with IPA on 8 February, and this was agreed, but having listened to the calls, I've not found any evidence of it. I've also not seen anything within IPA's case notes that support that. And so, I don't think IPA needed to do anything differently in that regard.
- Mrs S said she needed to support Mrs M given her condition and her pre-existing condition concussive syndrome. She's provided some evidence from the NHS to explain the symptoms of this condition, however, I'm not persuaded that means IPA should have upgraded her flight. I say that because the evidence I've seen persuades me that Mrs M's condition wasn't a barrier to her taking a commercial flight home unattended. I should also say the evidence, a screen grab from the NHS website, is a generic list of symptoms and doesn't refer personally to Mrs M or provide any explanation why she was unable to sit unaccompanied on the plane.
- IPA's medical team assessed the medical evidence prior to Mrs M taking her flight home and it was decided that she was well enough to return home on her own if necessary. I understand the arguments made by Mrs M and Mrs S about that, however, I note they didn't opt to be repatriated right away. I'm aware Mrs M and Mrs S were still able to travel to other destinations. IPA said this seemed to show Mrs M wasn't resting as she continued to travel between cities against medical

advice.

- IPA noted this was in contrast to how Mrs M and Mrs S described her symptoms, not being able to withstand travel, yet travelling more than an hour to another city. This further persuades me that Mrs M was perhaps more capable and able to travel home independently in the plane without the need for Mrs S by her side. I've not seen any medical evidence that persuasively challenges IPA's decision on that point, other than Mrs S's testimony, and so I don't think IPA should have upgraded Mrs S in the circumstances.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mrs S to accept or reject my decision before 21 April 2025.

Scott Slade
Ombudsman