

## **The complaint**

Mr G is unhappy with the way in which Inter Partner Assistance SA (IPA) handled a claim made on his travel insurance policy.

All reference to IPA includes its medical assistance team.

## **What happened**

Whilst abroad, on holiday with his family, Mr G was involved in an accident and injured his shoulder. He required surgery and an implant was inserted with pins. This was authorised by IPA.

After the surgery took place, Mr G says that he was told by the treating doctor that the pins and implants would need to be removed in three months. The doctor said that the type of surgery Mr G had was pioneering and although commonplace in the country he was in, the doctor was doubtful that another doctor based in the UK would be able to remove the implant and pins.

Mr G contacted IPA to inform it of this. IPA said that its medical team had confirmed that Mr G would have no problem having the implant and pins removed in the UK.

Mr G says, relying on that assurance, he agreed to IPA's repatriation plan and he and his family travelled back to the UK.

Mr G then contacted his private health insurer and attended a consultation with a consultant orthopaedic and shoulder surgeon in the UK. He was advised that as this procedure was almost exclusively used in two European countries (including the one he'd been visiting), it would be far safer for him to have the implant and pins removed there.

IPA declined to cover any costs associated with Mr G returning to the country he'd been visiting for this procedure to be carried out.

Unhappy, Mr G complained to IPA. Initially it didn't uphold his complaint. However, it subsequently accepted that it had mis-advised him about the likelihood of him being able to have the implant and pins easily removed in the UK. It offered £100 compensation to acknowledge the impact of this.

Mr G had already brought a complaint to the Financial Ombudsman Service and having looked into everything, our investigator upheld Mr G's complaint. She recommended IPA pay the reasonable costs of Mr G travelling to the country he'd visited to have the implant and pins removed, and the reasonable medical costs associated with that procedure. She also concluded that the offer of £100 compensation was fair and reasonable.

IPA wanted more information from Mr G before it responded to our investigator's recommendations and thereafter things reached an impasse. So, this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision in January 2025 explaining why I was also intending to uphold this complaint and directing IPA to do something more to put things right.

An extract of my provisional decision is set out below.

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IPA has an obligation to handle insurance claims fairly and promptly.

Mis-advice

IPA now accepts that it misadvised Mr G about having the implant and pins removed in the UK.

Further in its final response letter dated March 2024 it accepts that its medical team didn't investigate the type of metal work procedure and removal that was carried out on Mr G whilst abroad before his repatriation. And didn't investigate whether the removal of the specific implant and pins is available on the NHS.

Mr G says that if he'd been aware that the advice he received wasn't based on any investigation, it's likely he wouldn't have agreed to return to the UK at the time and would've stayed in the country he was in for three months so that he could have implant and pins taken out there.

I intend to accept what he says about that. I find it plausible that Mr G would've chosen to remain there because:

- He says – and I have no reason to doubt – that he had friends and family living in that country who he could've stayed with and was able to work remotely from there.
- Before agreeing to repatriation, I'm satisfied that he sought assurances from IPA more than once that he'd be able to have the implant and pins removed in the UK based on the doubts raised by the treating doctor. I'm satisfied this was an important issue for him.
- I've seen an email from the national contact point for cross-border healthcare dated May 2024 which says that provided Mr G had a European Health Insurance Card and his stay was only temporary, aftercare in the country he'd had treatment in "should be possible in principle". I've got no reason to doubt that the same would not apply to a UK global health insurance card ('GHIC').
- I'm satisfied that if Mr G had not been mis-advised by IPA and / or he'd been told that its medical team hadn't made the necessary enquiries before advising that the implant and pins could be removed in the UK, I'm satisfied on the balance of probabilities that he would've contacted the national contact point for cross-border healthcare earlier and before agreeing to repatriation. Having done so, it's likely he would've received the same information, and I think this would've supported his position that it was likely that the cost of the follow up procedure would've been covered under his GHIC. And he would've remained abroad.

Had Mr G taken this decision, it's likely that IPA would've declined to cover any further costs associated with the injury incurred abroad under the terms of the policy, including any accommodation and medical expenses. And I think that would've been fair and reasonable at time as I'm minded agreeing that in the circumstances of this complaint, the removal of

the implant and pins around 12 weeks later isn't emergency treatment under the terms of the policy and so not covered.

However, I don't think IPA's decision would've put him off remaining abroad in the circumstances of this case. As explained above, I intend to accept that Mr G could've stayed with family and friends. And I intend to find on the balance of probabilities that the medical costs associated with removing the implant and pins are likely to have been covered under GHIC, so he wouldn't have had to have paid for any medical costs himself.

#### The impact of mis-advising Mr G

Mr G has provided a letter from a consultant orthopaedic and shoulder surgeon dated September 2023 in support of his case that he isn't able to get the implant and pins removed in the UK. The letter says that it "would be safer" for the procedure to take place in the country Mr G had been visiting and the procedure is almost exclusive to that country and one other European country.

Whilst I appreciate that IPA would like Mr G's authority to speak to this consultant, and that the consultant hasn't categorically said that the procedure can't take place in the UK, I'm conscious that IPA could've provided evidence to counteract what the consultant has said and hasn't. So, in the absence of any other evidence to the contrary – and IPA's medical team admitting that it hadn't contacted the NHS to see whether the pins and implant could be removed in the UK – I'm persuaded that Mr G isn't able to have the implant and pins removed in the UK.

Evidence from the NHS website, which our investigator shared with IPA in October 2024, reflects that going abroad for planned medical treatments isn't covered under the GHIC. So, I accept what Mr G says: if he returned to the country, he'd had treatment in for the implant and pins to be removed, he'd now have to pay privately for this (unlike if he'd remained in the country for three months initially).

Mr G has provided two quotes for him to have the procedure required in the country he was in, including hospital costs for around £9,000. So, I'm satisfied that Mr G would experience unnecessary financial losses if he returned abroad for treatment, both in terms of travel and medical costs at a private facility.

I therefore think it would be fair and reasonable for IPA to be responsible for these costs as I think they were caused by IPA mis-advising Mr G before he took the decision to agree to the repatriation plan.

However, I don't think it would be reasonable for me to direct IPA to be responsible for other costs to be incurred by Mr G, including accommodation costs because had he remained abroad for 12 weeks in August 2023, he would've either have needed to pay these himself or if he was to stay with friends and family, there's no reason to assume that he couldn't do so again now.

Further, I've seen nothing to persuade me that Mr G couldn't travel by himself so I don't think it would be reasonable for me to direct IPA to pay the costs for anyone else to travel with Mr G.

The consultant orthopaedic and shoulder surgeon Mr G saw in the UK shortly after he returned from abroad also says in his letter dated September 2023 that the implant should be removed six months after the implantation and if not withdrawn there can be consequences in terms of weakening of the bone.

The implant has been in for over 15 months now and I can understand the worry this would've caused Mr G. However, I'm also conscious that he has a duty to mitigate his losses and any damage caused by IPA's error. He could've done this by investigating the cost of having the implant and pins removed abroad sooner. I think that would've been fair and reasonable.

So, whilst I do think IPA's actions have caused unnecessary worry for him, if there has been any lasting damage caused by the implant not being removed sooner, I don't think it would be fair and reasonable for IPA to be responsible for the cost of this. Nor do I think IPA should be responsible for any complications arising from the implant and pins being removed.

But in addition to this unnecessary worry, I do consider Mr G has been put to unnecessary upset and inconvenience by IPA not accepting at the outset that he had been mis-advised. I'm not persuaded that £100 fairly reflects the impact of this over a number of months. I'm intending to direct IPA to pay £750 compensation to Mr G for considerable and unnecessary distress and inconvenience it caused him which is on top of the financial losses I'm intending to direct it to cover.

#### Other issues

When making the provisional findings above, I've taken into account all other points raised by IPA including but not limited to:

- the terms of the policy say to enable IPA's medical team to establish the facts of the medical situation, the insured must release their treating doctor and registered medical practitioners from the duty of confidentiality.
- it's asked for the details of Mr G's GP / private health provider and for authority to approach them about the issues relating to his shoulder.

However, I don't think the above is relevant in the circumstances of this case. IPA agreed to cover the claim initially and didn't raise any issues at the time about Mr G being registered with a GP for example.

What I'm intending to direct IPA to do is outside of the policy terms as Mr G is already back in the UK. Instead, I've considered what happened as a result of Mr G being mis-advised when being assisted by IPA under the policy before being repatriated to the UK, the impact of this and what IPA should do now to fairly and reasonably put things right.

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I invited both parties to provide any further information in response to my provisional decision.

Mr G responded saying he didn't have the available funds to pay privately for the procedure needed abroad to remove the implant and pins. That's why they haven't been removed. He's also provided medical evidence in support of him needing someone to be with him for support after the implant and pins are removed. He says IPA should cover the travelling costs for that person. Mr G said he understood the reasoning why I wasn't intending to direct IPA to cover accommodation costs abroad.

IPA also replied. Whilst it agreed to pay £750 compensation, it didn't agree with other parts of my provisional decision. In summary it said:

- It has tried to get advice from an independent shoulder surgeon but does not have enough information. It's asked for further assistance from Mr G to obtain further information, which he hasn't agreed to. And IPA doesn't know what medical treatment Mr G has received since returning to the UK.
- IPA would like Mr G's authority to ask the UK consultant who provided the letter dated September 2023 further questions.
- Mr G's claim was initially considered under a fast-track process to cover relatively modest trauma claims. At the time it didn't require details of his medical practitioner or need to check his medical history. IPA is now faced with a more substantial claim and should be allowed to deal with the claim in accordance with the policy terms.
- The medical documents from the time don't refer to the metalwork used as being unusual or that its removal could only be done in that country.
- Before returning to the UK, Mr G said he would rather return to the UK for treatment as he had private health insurance.
- It's unclear why emergency treatment wasn't provided initially in accordance with the GHIC card when abroad, why Mr G sought private treatment and whether further treatment is available under the GHIC card in the country Mr G was visiting.
- It's unlikely that the GHIC would cover the cost of non-emergency treatment in the country he was in. And so, this would've been a financial cost that would've been incurred by Mr G in any event as it's not emergency treatment covered by the policy.
- The medical team who reviewed the medical report from the treating doctor abroad includes doctors and nurses who work in the NHS as well as provide support to IPA. They are aware of the treatment available in the UK and in the NHS and provided their opinion on Mr G's case. They and IPA has never come across a situation where the NHS can't remove surgical metalwork.
- The policy terms say: "you must provide all items, information and documentation and anything else reasonably requested by us to make a claim..." IPA says that Mr G has failed to provide it with proof that he was on a trip and it's only been supplied with a couple of invoices by the treating hospital and short report. He has also failed to provide a completed medical authority form. Further, he has failed to provide details of his private health insurance (the policy won't cover costs that are recoverable from another source) or confirmation that he is not resident in the country he was visiting at the time of the accident.

### **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 considered the further information received in response to my provisional decision, I find no compelling reasons to depart from my provisional findings. I'll explain why.

- IPA has referred to the policy terms and says Mr G hasn't provided information or his authority for it to consider what's happened. However, IPA initially approved the claim at the outset without the information it's requested now such as details of residency and his general practitioner, and details regarding his trip. I don't think it's now fair

and reasonable for IPA to request this information, after Mr G had returned back to the UK and the original claim was covered. And although Mr G did have the treatment abroad at a private hospital, this was covered by IPA without issue at the time.

- I remain satisfied that Mr G relied on the advice of IPA before travelling back to the UK that he would be able to get the implant and pins removed in the UK. I'm satisfied from what I've seen that this was something he was concerned about, and I've got no reason to doubt what he says about the advice he received from the medical professionals abroad at the time (that medical professionals in the UK might not be familiar with the technique used). I'm satisfied that he reasonably relied on what he was told by IPA; that its medical team had said he'd be able to get the implant and pins removed in the UK.
- The medical evidence I've been provided with by Mr G supports that it was far safer for the implant and pins to be removed in the country he had the procedure in, it was almost exclusively used in that country (and one other) and implant wasn't recognised in the UK. IPA has said it requires more information from Mr G to understand and obtain its own professional opinion from a suitable medical professional. However, in the absence of medical evidence to the contrary, I'm persuaded that the medical evidence I've seen (in conjunction with what Mr G was told by the medical professionals abroad at the time which I accept), supports that the implant and pins should be removed in the country where Mr G had the accident.
- The UK Government website explains that GHIC covers medically necessary state-provided healthcare for UK residents travelling to the EU. Necessary healthcare means healthcare that becomes medically necessary during your stay and cannot wait until you're back in the UK to get it. Based on the evidence provided by Mr G, and for reasons set out in my provisional decision (and in the absence of anything else to the contrary), I think it's reasonable to assume that it would've been covered if he'd remained abroad at that time and hadn't returned to the UK.
- Although Mr G says that he didn't have the money to travel abroad and pay for the implant and pins to be removed, if he was in a lot of pain or significantly worried about the long-term consequences of not having them removed within the recommended three months, I think it's likely on the balance of probabilities that he would've looked into borrowing the money needed. I remain satisfied that £750 compensation for distress and inconvenience fairly reflects the impact IPA's errors have had on him.
- Mr G has provided a letter from the hospital abroad strongly recommending he receives continuous support during the days of the postoperative recovery phase. That's because he may experience limited mobility and need assistance. However, Mr G said he had family and friends in the country he will be travelling to and had previously said he could've stayed with if he had needed to remain in that country for 12 weeks after the initial operation. So, I don't think it would be fair and reasonable for IPA to cover the costs for a companion to travel with Mr G to be there to support him.

For these reasons, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I uphold Mr G's complaint.

## **Putting things right**

I direct IPA to:

- (upon receipt of the invoice from the medical facility / consultant abroad), pay the medical costs associated with the removal of the implant and pin which will be in the region of £9,000 based on the estimates obtained by Mr G.
- (upon receipt of documentary evidence of the expenses incurred), cover the reasonable costs of return flights of Mr G travelling to and from the country he'd been when the accident happened and reasonable travelling costs to and from the airport.
- pay Mr G £750 compensation for distress and inconvenience (less the £100 it's offered, if already paid).

## **My final decision**

I uphold this complaint to the extent set out above and direct Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 March 2025.

David Curtis-Johnson  
**Ombudsman**