DRN-5604657

The complaint

Mr D complains about the way that Inter Partner Assistance SA (IPA) handled a medical assistance claim he made on a travel insurance policy.

Mr W's represented by Mrs W.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mrs W took out an annual travel insurance policy on Mr W's behalf. She declared that Mr W suffered from a number of medical conditions, including neurodiversity, mental health and physical health conditions. IPA agreed to cover those conditions.

In May 2024, Mr W was abroad. Unfortunately, he became unwell and required surgery. So Mrs W got in touch with IPA's medical assistance team (the MAT) to make a claim. Once the MAT received Mr W's medical history from his UK GP, it agreed to cover the claim.

Mr W underwent further surgery on 20 May 2024. However, he suffered an injury during the operation and a urethral stent had to be fitted. He was told that the stent would need to remain in place for six weeks, before being surgically removed.

The MAT's clinical team concluded that Mr W was fit to be repatriated to the UK for the further surgery. It said its decision was based on the discharge summary provided by the treating hospital. It told Mrs W that Mr W would be flown back to the UK in business class seating; that a plus one could travel to and fly back with Mr W and that it could arrange a medical escort to travel with him.

Mrs W was very unhappy with IPA's decision. Mr W's treating urologist had provided a letter which stated that due to his medical conditions, it was advisable for him to remain abroad until the stent had been removed. Mrs W said that due to the nature of Mr W's symptoms, a long-haul flight would be very difficult for him and that his vulnerabilities would be seriously affected.

But the MAT's clinical team maintained its decision. And IPA told Mrs W that if Mr W wasn't repatriated in line with its recommendations, policy cover would end – although it would still cover Mr W's repatriation. Mr W's close relative (who I'll call Mr W1) flew abroad to travel to and back with Mr W.

The MAT arranged return flights for Mr W and Mr W1. However, there were some issues with the arrangements, as a taxi arrived too early. And there was a five-hour delay in the original inward flight, meaning Mr W and Mr W1 would've missed their onward connection back to the UK. While IPA arranged new flights, it then booked a taxi to take Mr W and Mr W1 to the wrong airport – which would've led to an unnecessary car journey of around six hours.

Mr W and Mr W1 returned to the UK on 26 June 2024. Mrs W says that he was admitted to hospital and that the UK doctors stated that he hadn't been fit to travel.

Mrs W complained to IPA about the way it had handled Mr W's claim. She maintained that Mr W hadn't been fit to travel, and she felt IPA had coerced Mr W into following its repatriation plan. She said Mr W's medical conditions had been seriously impacted by the handling of the claim. And that unfortunately, as a result, Mr W could no longer remain in the accommodation he'd been staying in and had had to find a hotel. She also complained that IPA had failed to settle out of pocket expenses which had been claimed for.

IPA accepted that it could have handled parts of the claim better. It acknowledged it could have asked for Mr W's GP report sooner than it had, which would have led to cover being confirmed some days earlier. And it felt the MAT could have contacted Mrs W more proactively. It paid Mr W £200 compensation to reflect this.

But IPA maintained that Mr W had been fit to fly and that therefore, its repatriation recommendations had been appropriate.

Subsequently, IPA paid Mrs W further compensation of £75 for a delay in settling the out-of-pocket expenses.

Remaining unhappy with IPA's position, Mrs W asked us to look into this complaint.

Our investigator didn't think IPA had provided evidence to show it had treated Mr W fairly. He noted it hadn't provided any medical evidence from the treating hospital which showed that Mr W had been fit to fly. In contrast, he felt the treating urologist's letter was unequivocal medical evidence that Mr W hadn't been fit to fly. And he felt that the MAT and IPA's handling of the claim had caused Mr W a great deal of avoidable stress – given he was already unwell and taking into account the impact of the situation on Mr W's vulnerabilities. So he recommended that IPA should pay Mr W an additional £750 compensation, as well as settling the remaining claim costs which Mrs W had submitted to it in June 2024.

IPA said it would reassess and settle the claim costs which were covered by the policy. But it maintained that its repatriation plan had been appropriate.

The investigator let Mrs W know that the out-of-pocket expenses claim would be reassessed, and any covered costs would be paid. He told Mrs W that if she was unhappy with the settlement, she could make a new complaint about that issue. But as he still didn't think IPA had handled Mr W's repatriation fairly, the complaint was passed to me for a 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 don't think IPA has shown it treated Mr W fairly and I'll explain why.

First, I'd like to say how sorry I was to hear about the illness Mr W suffered from why he was abroad and the difficult time he experienced. I don't doubt what a worrying and upsetting time this must have been for Mr W and his family.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, together with other relevant considerations, such as industry principles and guidance, the

policy terms and the available medical evidence, to decide whether I think IPA treated Mr W fairly.

As IPA has now agreed to consider the remaining out-of-pocket expenses claim, I don't think I need to make a further finding on this point. I'd remind it of its regulatory obligations when doing so. And Mrs W can make a new complaint about any settlement she receives should she be unhappy with it.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr W and IPA. As Mr W was hospitalised abroad, I think it was reasonable and appropriate for IPA to assess the claim in line with the 'Medical emergency and repatriation expenses' section of the policy. I've set out below what I believe to the relevant parts of the policy:

'What is covered

We will pay you up to the amount shown in the Table of Benefits for the following expenses which are necessarily incurred during a trip as a result of you suffering unforeseen injury due to an accident, illness, disease and/or personal quarantine:

- *Emergency medical, surgical hospital, ambulance and medical fees and charges incurred outside of your home area…*
- *Additional transport and/or accommodation expenses incurred, up to the standard of your original booking, if it is medically necessary for you to stay beyond your scheduled return date.'*

I think the policy terms make it clear that IPA will pay for medical expenses which are necessarily incurred due to a policyholder's unexpected illness and that it will pay for a policyholder's accommodation and transport expenses if it's medically necessary for them to extend their trip.

Was it fair for IPA to conclude that Mr W was fit to be repatriated?

In this case, IPA concluded that it wasn't medically necessary for Mr W to remain abroad for six weeks for the removal of the stent and therefore, it concluded that Mr W was fit to be repatriated. It told Mr W that if he didn't follow its repatriation plan, cover under the policy would end (although it would still meet the cost of bringing him back to the UK). So, I've looked carefully at the available evidence to decide whether I think this was a fair conclusion for IPA to reach.

IPA's notes show that on 23 May 2024, its clinical team reviewed Mr W's case and assessed him as being fit to fly commercially, in business class with an escort. It seems IPA had a copy of the treating hospital's medical report, and it appears to have used that report to deem Mr W fit to fly. But it hasn't provided us with a copy of that report. This means I haven't seen any evidence from the treating hospital to indicate whether the treating team believed Mr W was fit to fly or which supports IPA's clinical team's decision.

And while IPA has referred to its claims notes as evidence which supports its clinical team's decision, I don't think this is enough to show it acted reasonably. It's clear Mr W's situation was reviewed by IPA's clinical team. But I've seen no evidence which shows what factors it took into account, why Mr W was fit to fly or that his particular conditions and vulnerabilities were taken into account.

On the other hand, Mrs W provided IPA with a letter dated 14 June 2024, which was written by Mr W's treating urologist. I've set out below what I consider to be the doctor's key points:

'Given the circumstances surrounding the ureteral injury sustained…and the necessary placement of the stent for six weeks, it is medically advisable for Mr W to remain (abroad) until the scheduled removal of the stent. Attempting a… flight under his current condition poses significant risks, including the potential exacerbation of his underlying medical conditions….

The potential for adverse effects during a…flight…is high. Therefore, it is in the best interest of Mr W's health and safety to remain (abroad) until the scheduled procedure is completed, ensuring a stress-free and medically stable environment for his recovery.

In conclusion, the patient's current health status and the need for further medical intervention necessitate that he remain (abroad) for the removal of the stent. This approach will minimise potential health risks and ensure a safer recovery process.'

In my view, the specialist who treated Mr W clearly and unequivocally explained why Mr W wasn't fit to fly and why it was medically necessary for him to remain abroad for the surgery. The letter set out in some detail how attempted flying at that point could impact on Mr W's existing medical conditions. I find this compelling, persuasive, expert evidence which indicates that Mr W wasn't fit to be repatriated. And this evidence directly contradicts IPA's conclusions.

IPA had the opportunity to review the specialist's letter during its assessment of the claim. But it maintained its decision that Mr W was fit to be repatriated in line with its earlier plan. I don't find it's provided any persuasive explanation or rationale for why it disregarded the specialist's opinion, or what other medical evidence it took into consideration at that point.

On balance then, I don't think IPA has shown that it acted fairly and reasonably when it concluded that Mr W was fit to fly. And by maintaining its position despite the clear medical evidence from the treating doctor and by indicating that policy cover would end, I think IPA broadly left Mr W with no choice but to be repatriated against medical advice. I think this caused Mr W unnecessary trouble, upset and frustration as I'll go on to explore.

IPA's handling of the claim

When Mrs W applied for the policy on Mr W's behalf, she declared all of Mr W's medical conditions. As I've set out above, these include physical and mental health conditions and Mr W's particular vulnerabilities. So, I think IPA really ought to have borne Mr W's vulnerabilities in mind when dealing with his claim.

IPA accepts it should have asked for Mr W's medical records from his GP some days sooner than it did. This would have led to cover being accepted earlier. I think it's very likely that not knowing whether IPA would cover the cost of Mr W's initial surgery and medical fees over an unnecessarily prolonged period caused him unnecessary worry. And I don't doubt that being told IPA insisted on his repatriation against medical advice caused Mr W real distress and concern. I think Mr W's medical conditions would most likely have heightened his distress and inconvenience and the impact of IPA's handling of the claim on him.

While some things were outside of IPA's control – such as one flight being delayed – IPA did make other avoidable mistakes. These included booking a taxi to take Mr W and Mr W1 to the wrong airport and a real failure to keep Mrs W updated about what was happening and when.

I agree with our investigator that the totality of these errors by IPA would have caused Mr W real distress at a time when he was already in poor health and suffering from worrying symptoms. So I agree with the investigator that the £275 compensation IPA has already paid

Mr W doesn't go far enough to reflect the likely impact of those mistakes on him.

Therefore, I too find that IPA must pay Mr W a further £750 to reflect the likely impact of its mistakes on him, which I think were heightened by his medical conditions and vulnerabilities.

Putting things right

I direct Inter Partner Assistance SA to:

- Reconsider Mr W's remaining out-of-pocket expenses claim, in line with the policy terms and conditions; and
- Pay Mr W £750 compensation in addition to the compensation it's already paid.

IPA must pay the compensation within 28 days of the date on which we tell it Mr W accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year.

My final decision

For the reasons I've given, my final decision is that I uphold this complaint. I direct Inter Partner Assistance SA to put things right as I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 August 2025.

Lisa Barham
Ombudsman