

The complaint

Mr D complains about the level of assistance provided by Inter Partner Assistance SA ('IPA') under his travel insurance policy.

All references to IPA include the agents appointed to handle claims and complaints on its behalf.

What happened

Mr D held a travel insurance policy provided by IPA.

Unfortunately, Mr D was in an accident abroad and was admitted to hospital, where he was told he had a number of injuries. Mr D was discharged and then subsequently re-admitted and discharged again before it was identified that he had additional injuries which meant he needed an operation. IPA ultimately arranged for Mr D to be repatriated to the UK after the surgery.

Mr D asked IPA why his additional injuries weren't diagnosed sooner. IPA said subsequent CT scans which Mr D had were of higher definition than the initial x-rays, and the quality of the x-ray images which it had received from the treating hospital were poor. IPA paid Mr D a total of £125 compensation for its delays in responding to an email which Mr D had sent it.

Unhappy, Mr D brought the matter to the attention of our Service.

One of our Investigators looked into what had happened and said she didn't think IPA had acted unfairly or unreasonably in the circumstances. Mr D didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

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.

I'm sorry to hear about everything Mr D has been through. I have no doubt this was a very traumatic experience, and I wish Mr D well for his ongoing recovery.

Industry rules set out by the regulator say insurers must handle claims fairly and provide reasonable guidance to help a policyholder make a claim. I've taken these rules into account when making this final decision.

The terms and conditions of Mr D's policy with IPA set out IPA's obligations in the event of a medical emergency abroad. These include covering the financial cost of medical bills, medical transport and/or repatriation in certain circumstances. IPA's obligations also include providing emergency medical assistance. This means, amongst other things, IPA will liaise with the treating hospital about payment and arrange transport and/or repatriation where necessary.

Falling ill abroad is inevitably stressful and worrying and can have unforeseen consequences. The standard of hospital care available may often be less than one might expect to receive on the NHS. But IPA isn't responsible for the quality of medical care available abroad, nor do I think it was responsible for the diagnosis of Mr D's injuries in this case.

In simple terms, IPA didn't have a duty to provide medical care to Mr D directly - it had a duty to assist him in obtaining it.

I'd generally expect a travel insurer to make decisions and arrangements based on the medical reports received from the treating hospital, rather than having any direct input into the diagnosis being made by the medical facility treating the patient. So, while I'd expect IPA to have liaised with the treating hospital when discussing suitable treatment, transport and repatriation plans (as IPA did here), I wouldn't expect IPA's medical team to have played a proactive part in remotely diagnosing Mr D's injuries. I think the responsibility for this lay with the treating hospital which was providing in-person care to Mr D.

This means I don't think there was any onus on IPA in these circumstances to request clearer copies of Mr D's x-rays and/or to provide any comment on the content of these. I think IPA was reasonably entitled to make its decisions about medical transport and repatriation based on the diagnosis and medical reports it received from the treating hospital.

If Mr D wishes to pursue his concerns about an incorrect diagnosis, then this is something he'd need to take up with the treating hospital directly.

Turning to IPA's obligations to assist Mr D in obtaining appropriate medical care, it's clear from IPA's notes that it had concerns about the adequacy of the facility Mr D was in, which will understandably have caused Mr D anxiety. These concerns came to light after Mr D's initial discharge, when he'd already been given the first, incorrect diagnosis.

Overall, I'm satisfied that IPA did everything it could from the point of Mr D's second hospital admission to arrange a move to a different medical facility. Based on the evidence I've seen, IPA was proactively trying to make these arrangements very regularly and without unreasonable delay. However, various external factors affected IPA's ability to actually arrange the transfer. These were factors such as the location Mr D was in, the location of IPA's preferred facilities, the suitability of public hospitals in the particular country, the timing of Mr D's hospital admissions and discharges and the evolving nature of Mr D's recovery.

There came a point after Mr D's surgery had already been carried out when neither the treating hospital nor IPA's medical team were continuing to recommend a transfer, and IPA's notes say it would have gone ahead and authorised the surgery in the treating hospital if it had been asked in advance, because there was no better alternative facility available.

Overall, I don't think there's anything more IPA could have done in the circumstances to arrange to move Mr D to a different medical facility.

Having said that, I think it would have been helpful if IPA had explained its role and the limitations of its involvement in his medical diagnosis to Mr D more clearly, and IPA has acknowledged it could have been more proactive when dealing with the requests set out in Mr D's email of August 2024. I've taken into account the impact of this on Mr D, and I'm satisfied the payment of £125 compensation which IPA has already made is fair and reasonable in the circumstances.

I'm sorry to disappoint Mr D, but I won't be directing IPA to do anything further.

My final decision

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 August 2025.

Leah Nagle
Ombudsman