DRN-5846111

The complaint

Mr H complains about how Inter Partner Assistance SA ('IPA') handled a claim under his travel insurance policy when he experienced a medical emergency abroad.

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

What happened

Mr H was insured under a travel insurance policy provided by IPA.

Unfortunately, while on holiday abroad, Mr H was taken very seriously ill. He was admitted to a hospital who wouldn't deal with IPA and who took money from his bank account and from his family and his travelling companion. Mr H was subsequently moved to a second hospital where the conditions were poor before IPA arranged for Mr H to be evacuated to a third hospital in a different country.

Thankfully, Mr H recovered but there was a dispute about the date on which he was fit to fly after his discharge from the third hospital. Around three weeks after he was first admitted to hospital, Mr H returned to the UK on flights arranged by IPA.

Unhappy with the handling of his claim, Mr H complained to IPA before bringing the matter to the attention of our Service. IPA subsequently paid Mr H's curtailment claim, reimbursed him for medical and some other out-of-pocket expenses and offered to pay him £350 compensation.

One of our Investigators looked into what had happened and noted that we hadn't received any information from IPA about Mr H's complaint. Having taken into account Mr H's version of events, our Investigator ultimately recommended that IPA should pay Mr H a total of £750 compensation.

Mr H didn't agree with our Investigator's recommendations, so the complaint was referred to me as the final stage in our process. IPA then provided our Service with information about Mr H's complaint, including its medical assistance notes, which I reviewed in full. I made my provisional decision about Mr H's complaint earlier this month. In it, I said:

'When making my provisional decision I haven't addressed every complaint point raised, nor am I obliged to. Instead, reflecting our Service's remit as an informal alternative to the civil courts, I've addressed only what I consider to be the key complaint issues.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly and provide reasonable guidance to help a policyholder make a claim, as well as appropriate information on its progress. Consumer Duty principles require firms to ensure customers are adequately supported. I've taken these rules into account when making my provisional decision.

I should say at the outset that IPA isn't responsible for the actions of hospitals abroad, or for

the standard of care which they provide. So, if Mr H is unhappy with the actions of the first hospital in taking money, or with events that happened at the second hospital, he'd need to complain to the hospital(s) directly about these issues.

However, if a hospital abroad refuses to deal with IPA (as was the case here with the first hospital Mr H was admitted to) or if a policyholder complains about the quality of the medical care being provided, I'd expect IPA to take reasonable action to resolve matters.

IPA was aware from a few hours after Mr H's admission to the first hospital that the hospital wouldn't deal with it, and that Mr H would need to be evacuated to another country because of a lack of medical facilities where he was. Based on the evidence available to me, I think IPA could have acted more quickly in confirming this to the first hospital - but staffing issues at the hospital do also appear to have contributed to this. I also think IPA could have communicated more proactively with Mr H's family about the air ambulance arrangements. However, overall, I think IPA generally handled Mr H's evacuation as I'd have expected it to, without any undue or excessive delays which significantly held up his transfer to either the second or the third hospital.

I understand Mr H says his travelling companion had to take most of their luggage home with her. I have no doubt this will have been inconvenient but it's not unusual for an air ambulance to severely restrict the amount of luggage which can be transported with a patient. IPA appears to have offered Mr H's relative the option of paying to have the luggage couriered back to the UK and then reclaiming the money from IPA once cover was confirmed and I don't think this was unfair or unreasonable in the circumstances.

Mr H says IPA put him under pressure to return to the UK when he wasn't fit to fly. I'm not a medical expert and it's not for me to reach any conclusions about what I think was the best course of action for Mr H medically, or to substitute expert medical opinion with my own. Instead, I've weighed up the available medical evidence to decide whether I think IPA acted fairly and reasonably in the circumstances by attempting to arrange Mr H's repatriation when it did.

I've carefully considered a medical report from the treating hospital dated 24 March 2025. This clearly states that Mr H's fitness to fly would need to be assessed following additional medical tests within ten days of his discharge. I've also taken into account the comments made by Mr H's doctor in a video which has since been shared with IPA. I've weighed these pieces of evidence up with IPA's decision to deem Mr H as being fit to fly from 25 March 2025 based on the recommendations of its medical expert, who took into account International Air Transport Association and Civil Aviation Authority guidance.

Under the terms and conditions of Mr H's policy, the decision about whether repatriation can be safely carried out lies with IPA. IPA isn't obliged to disclose the qualifications of its medical experts to policyholders, and I'm satisfied that it's not generally unreasonable for an insurer to rely on internationally recognised medical guidance when making a decision about repatriation. Having said that, I'd generally expect an insurer to have regard to the opinion of the treating doctor when making a decision about repatriation and to liaise with the treating doctor in certain circumstances.

I've taken into account the severity of Mr H's illness, the location he was in and the clear commentary in the medical report from the treating hospital dated 24 March 2025 that Mr H would need to have further tests before he could be certified as fit to fly. It's not clear to me that IPA understood the nature of the appointment on 4 April 2025 and I think its position that this appointment was merely for reassurance was unreasonable based on the evidence that was available to it at the time. Overall, I think it would have been fair and reasonable in the circumstances for IPA to have sought input and/or clarification from Mr H's treating doctor

before deeming him fit to fly based on generic medical guidelines.

I accept that, when IPA did attempt to make contact with Mr H's treating doctor, it was unable to do so. However, this was around six days after IPA had first deemed Mr H as fit to fly and if IPA had attempted to do this sooner, it may have saved Mr H the distress and inconvenience he experienced during that time. I also note IPA confirmed to Mr H during a telephone call on 29 March 2025 that neither of the airlines which it had proposed to repatriate him on via indirect flights would have accepted him as a passenger without written fit to fly confirmation anyway.

So, I think IPA acted prematurely in telling Mr H that he was fit to fly and providing him with indirect repatriation options. This was at an already very stressful and worrying time for Mr H given how ill he had been and in circumstances where Mr H was concerned about IPA withdrawing cover for accommodation expenses when it knew he had limited funds due to the actions of the first hospital.

I understand Mr H says he wasn't given an escort and/or business class flights. However, the fit to fly confirmation dated 4 April 2025 didn't set out that Mr H needed these adjustments, and IPA was specifically told that Mr H had no special requirements other than to be booked on a direct flight. So, I don't think IPA acted unfairly or unreasonably in this regard.

I also understand IPA made comments about information which shouldn't be given to the airline which Mr H was ultimately repatriated on. These comments were based on IPA's experience of the airline in question and were intended to ensure a smooth journey home for Mr H. In circumstances where Mr H was medically certified as being fit to fly, I don't think these comments were unfair or unreasonable in the circumstances.

In terms of the broader handling of Mr H's claim, IPA was entitled to carry out reasonable investigations into Mr H's claim before confirming cover and this included asking for medical records. I'm satisfied that any delays regarding the medical records weren't IPA's responsibility – it was proactively chasing the medical records and doing everything it could to obtain them. However, I think IPA could have done more to prioritise paying some or all of Mr H's claim costs on his return to the UK when it was clearly aware of his difficult financial situation.

Mr H was the sole person insured under this policy with IPA. This means that only Mr H is an eligible complainant for the purposes of this complaint under the rules that govern our Service. Therefore, I can only direct IPA to pay compensation to Mr H and I have no power to make an award for any distress and inconvenience experienced by Mr H's travelling companion and/or his family.

It's impossible to put a value on the distress and inconvenience which Mr H experienced when he was in such a vulnerable situation abroad and I can't punish IPA for its actions or award compensation for hypothetical scenarios such as what might have happened had Mr H boarded an earlier repatriation flight. I also accept that IPA has paid some of this claim on a pragmatic basis when certain elements of it may not otherwise have been covered.

It's clear Mr H has been through a very difficult time, and I wish him good health for the future. I'm aware he'll likely be disappointed with my findings but having taken into account our published guidance on the payment of compensation for distress and inconvenience, I'm satisfied that a total award of £750 is fair and reasonable for the impact of IPA's failings on Mr H.

IPA has said if Mr H can provide evidence that his original accommodation was booked on a

full board basis then it will reconsider some of his claim costs for food. And I understand Mr H has as yet been unable to provide evidence of some of the money which his family paid to the first hospital. IPA is also prepared to reconsider this aspect of the claim if Mr H can provide such evidence. If any other claim costs remain in dispute, then this would need to be the subject of a new complaint to IPA in the first instance before our Service would have the power to consider and comment upon it.'

IPA didn't respond to my provisional decision. Mr H responded with his comments, which I've summarised and addressed below.

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've carefully thought about Mr H's response to my provisional decision. I'm sorry to hear he has had further medical issues, and I thank him for taking the time to reply.

I understand Mr H says IPA had an incorrect number for the treating hospital. Based on the content of IPA's claims notes, I can see it attempted to verify the contact number it had before Mr H provided it with an alternative number. But, as I've acknowledged in my provisional decision, I think IPA could reasonably have acted to contact the treating doctor sooner than it did and I note contact was never successfully made, with IPA ultimately agreeing to repatriate Mr H after the 4 April 2025 appointment.

I accept Mr H explained the nature of the 4 April 2025 appointment to IPA multiple times and IPA only obtained clarification of what documentation the airlines needed after Mr H and his relative spoke to the airlines first. I've taken these issues into account when considering what award of compensation I think is appropriate in the circumstances.

I understand Mr H disagrees with my findings about comments made by IPA regarding information which it said shouldn't be given to the airline. I remain satisfied, based on the evidence available to me, that this wasn't unfair or unreasonable in the circumstances. If the airline disagrees with this, then this is something for it to take up with IPA directly. I note Mr H's comments about the General Medical Council, which is the appropriate avenue for a complaint to be made about a doctor.

I don't have the power to require an insurer to change its internal procedures to ensure this situation doesn't happen again to another customer. All I can do is award compensation to Mr H based on the circumstances of his individual case for the impact which IPA's errors had on him, and I think a total of £750 compensation is fair and reasonable in the circumstances.

Putting things right

Inter Partner Assistance SA needs to put things right by paying Mr H a total of £750 compensation for the distress and inconvenience he experienced.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mr H 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 simple.

My final decision

My final decision is that I'm upholding Mr H's complaint about Inter Partner Assistance SA,

and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 October 2025.

Leah Nagle
Ombudsman