

The complaint

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

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.

Mr Z was travelling abroad and unfortunately; he was involved in an accident. He suffered injuries, in particular, to his wrist and ribs.

A few weeks later, after travelling to another country, Mr Z got in touch with IPA's emergency medical assistance team (the MAT) on 1 March 2025. That's because he was still suffering pain from the injuries he'd sustained and he wanted to seek medical treatment.

The MAT (and its local agent) referred Mr Z to a local hospital and sent it a guarantee of payment (GOP) to cover the costs of an examination. But, on the following day, when Mr Z arrived at the hospital, he was wrongly told it wouldn't accept the GOP and he'd need to pay the hospital upfront. So the MAT directed Mr Z to another hospital and again, sent a GOP. However, the facility was uncooperative and would only accept a GOP from the local agent. A further GOP was sent, but unfortunately, the hospital didn't have a specialist doctor to see Mr Z.

Understandably, Mr Z was unhappy with the situation. The MAT suggested that he attend a local public hospital but it seems that facility refused to treat Mr Z given the time that had passed since he'd sustained his injuries.

Mr Z was seen by the initial hospital on 5 March 2025, although it had no orthopaedic specialist available at that point. A specialist appointment was arranged for the following day and the MAT sent a GOP. It seems the treating hospital didn't get the GOP though, so a further copy was sent. Nonetheless, unfortunately, the hospital didn't treat Mr Z.

The MAT arranged a new appointment for Mr Z on 10 March 2025. During the appointment, it seems it was suggested that Mr Z needed an MRI scan. The MAT and its local agent looked into booking a scan for Mr Z. Initially, the earliest appointment date that could be found was some days after Mr Z's original booked return flight date – but it then managed to arrange a scan appointment for 13 March 2025.

However, following a clinical review by the MAT's medical team, it was concluded that Mr Z was fit to fly home as planned on 13 March 2025 and continue treatment in the UK. Mr Z seems to have accepted the MAT's recommendation and travelled home on his pre-booked return flight.

Mr Z was very unhappy with IPA's handling of his claim. He felt he'd been repeatedly sent to hospitals which refused to treat him and where he suffered delays. He said that he suffered daily pain and that he hadn't been able to receive urgent treatment. He added that he'd been

caused distress and inconvenience.

IPA didn't agree that it had made any claims handling mistakes. So Mr Z asked us to look into his complaint.

Our investigator didn't think IPA had treated Mr Z unfairly. She felt it had taken reasonable steps to help Mr Z and that it couldn't be held responsible for the actions of the third party hospitals.

Mr Z disagreed and so the complaint's been passed to me to decide.

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, whilst I'm very sorry to disappoint Mr Z, I don't think IPA treated him unfairly and I'll explain why.

First, I'd like to say how sorry I was to hear about Mr Z's accident and the painful injuries he suffered. It's clear this was a very worrying and upsetting time for him. I'd also like to reassure Mr Z that while I've summarised the background to his complaint and his submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been made and our rules don't require me to. Instead, I've focused on what I think are the key issues.

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, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think IPA treated Mr Z fairly.

IPA accepts that Mr Z had a valid medical expenses claim on the policy and it appears to have fully settled his medical expenses, as I'd expect it to do. Mr Z's concerns seem to centre on the service he received from the MAT, so I'll go on to explore whether I think the MAT handled Mr Z's assistance claim fairly.

At the outset, I must make it clear that generally, we don't consider an insurer is responsible for the actions or inactions of third-party provider hospitals. That's because an insurer generally doesn't own or control the hospitals and it isn't responsible for the way hospitals are run or their clinical decision making. So I'm not persuaded that I could fairly uphold any concern Mr Z has about the way he was treated by the third-party hospitals against IPA.

To help me decide whether I think the MAT handled Mr Z's claim fairly, I've looked very carefully at the MAT's claims notes and at copies of emails between it and its local agent. Mr Z got in touch to make the claim on 1 March 2025 and I think the MAT fairly and promptly directed Mr Z to one of its recognised treating hospitals. I have also seen evidence that a GOP for the cost of a consultation was sent to the hospital to allow Mr Z to be seen. So I think IPA took the steps it ought to have done and tried to ensure Mr Z could be assessed quickly.

It's unfortunate that the hospital wrongly told Mr Z that it couldn't accept the GOP. But I don't think that was down to any error on IPA's part. I can't fairly hold IPA responsible for any mistakes the treating hospital may have made or the information it gave Mr Z.

When the MAT learned about what had happened at the first hospital, it agreed to send a

GOP to another facility. Again, I think this was a fair and reasonable step. I understand how frustrating it must have been when that hospital firstly wouldn't accept IPA's GOP and then when, after a new GOP was sent, it told Mr Z it didn't have an appropriate specialist doctor to treat him. However, this isn't something I could reasonably find IPA was responsible for – because, as I've said, it doesn't control the hospital or its clinical decision making.

I can see that the MAT tried to help Mr Z by directing him to a local public hospital. I understand that that facility refused to treat him given the time that had passed since he sustained the injuries. Nonetheless, I think the MAT was appropriately seeking to ensure that Mr Z could be seen.

The notes and records show that there were other administrative difficulties at the facilities involved which led to appointments not going ahead and Mr Z experiencing delays. However, the evidence I've seen shows that these difficulties seem to have rested with the third-party providers, rather than because of anything the MAT had done wrong. I can see it sent GOPs when it said it would, in a timely way. And the notes also show that the MAT took regular steps to try and arrange appropriate appointments for Mr Z.

It's also unfortunate that when it came to trying to arrange an MRI, there was a lack of availability of appointments, which meant the earliest Mr Z could have been scanned was on his original return date. But I can't reasonably find IPA responsible for the lack of availability at its providers – and I can see that its local agent tried to find the earliest possible appointment at other facilities to try and assist Mr Z. This is in line with what I'd reasonably expect it to do.

Having considered the totality of the evidence, I think the MAT took all reasonable steps to try and assist Mr Z. It was clearly sympathetic to his situation and took account of his circumstances. It directed him to other potentially suitable alternative hospitals when it learned about the difficulties he was experiencing, as I'd expect, and I can see that it was trying to ensure things would run smoothly for him. As I've explained, I'm satisfied it issued the GOPs as it said it would and was in contact with the relevant hospitals to try and make sure Mr Z could be seen. It also took regular steps to keep Mr Z updated with what was going on. In the round, I'm satisfied the MAT acted in a fair, reasonable and appropriate way and that it wouldn't be fair or reasonable for me to find that any action on the part of IPA caused the issues Mr Z faced.

On that basis, whilst I accept Mr Z was caused a great deal of frustration and upset while he was abroad, I don't think this was down to any failure on the part of the MAT. So I'm not awarding any compensation.

I understand Mr Z believes IPA's actions caused him physical harm, too. But I haven't seen any persuasive medical evidence which shows, on balance, that anything the MAT did led to Mr Z suffering long-term injury or harm. I also appreciate that Mr Z would like IPA to cover the cost of any treatment he needs. However, cover under the contract ends once a policyholder has returned to the UK. This means that IPA's liability under the policy for Mr Z's medical expenses ended once he'd travelled back to the UK on 13 March 2025. And I don't think there are any fair or reasonable grounds upon which I could direct it to pay Mr Z's ongoing medical costs outside of the policy terms.

It seems Mr Z may yet have out-of-pocket expenses to claim on the policy, such as taxi costs he incurred in travelling to the hospitals. If he has not yet done so, he should send evidence of any costs he'd like to claim to IPA so that it can consider the costs in line with the policy terms and its regulatory obligations.

Overall, despite my natural sympathy with Mr Z's position, I think IPA handled his claim fairly

and reasonably.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 5 January 2026.

Lisa Barham
Ombudsman