

The complaint

Mr L complains about delays by Inter Partner Assistance SA ('IPA') when dealing with a claim for a medical emergency under his travel insurance policy.

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

What happened

Mr L held a travel insurance policy underwritten by IPA.

Unfortunately, while on holiday abroad, Mr L fell ill and notified IPA. Mr L went to hospital, and, after around eight hours, IPA provided a guarantee of payment for necessary tests. Mr L subsequently discharged himself from hospital which he says was a result of IPA's ongoing delays and difficulties in having treatment approved.

Mr L complained to IPA, who said it didn't have a full medical report at the time the guarantee of payment was requested. Mr L says this is factually incorrect and he sent the medical report to IPA himself via a time-stamped email.

As Mr L remained unhappy, he brought the matter to the attention of our Service. One of our Investigators looked into what had happened and recommended that IPA should pay Mr L £100 compensation for the impact of its actions on him. IPA accepted our Investigator's opinion, but Mr L didn't, 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.

The facts of this complaint are familiar to both parties, so I've set out only a brief summary of what happened. And I'll only be addressing what I consider to be the key issues rather than every complaint point raised. This isn't intended as any discourtesy to Mr L but instead reflects the informal nature of our Service as an alternative to the civil courts.

When making an independent and impartial decision about what I think is fair and reasonable to both parties in the circumstances, my remit is to consider only the facts of Mr L's individual complaint. I can't comment on IPA's processes or procedures more broadly, nor do I have the power to require it to make changes to these processes or procedures.

Industry rules set out by the regulator 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. I've taken these rules, alongside other relevant considerations such as Consumer Duty principles, into account when making this final decision.

I'm sorry to hear about Mr L's experience and I have no doubt this will have been a difficult and worrying time. Falling ill abroad and dealing with foreign hospitals will inevitably be

stressful and inconvenient, and this is outside of a travel insurer's control. Travel insurance doesn't guarantee immediate access to treatment abroad.

The role of IPA in the event of a medical emergency, as outlined in the terms and conditions of Mr L's policy, is to:

'ensure you are receiving appropriate treatment in a safe facility.'

'help make arrangements if you need medical assistance whilst abroad.'

The policy covers the cost of emergency treatment which is medically necessary. IPA is entitled to be satisfied, before issuing a guarantee of payment, that any treatment being recommended is medically necessary. IPA is also entitled to have sight of and consider the likely costs involved before issuing a guarantee of payment. I would however expect IPA to act without any unreasonable or excessive delay when doing this. And I'd expect it to act in line with industry rules.

IPA sent an email to the hospital requesting a medical report at 19.02 UK time on the relevant date. When Mr L requested a guarantee of payment from IPA, at 20.07 UK time, IPA didn't yet have any medical report. I accept Mr L sent IPA a medical report himself at 20.13 UK time, but it wasn't reasonable to expect IPA to respond with a guarantee of payment instantly. IPA needed to, and was reasonably entitled to, translate the report and have it reviewed by its medical team before confirming next steps.

IPA issued the guarantee of payment to the hospital around four hours after receiving the medical report. I think IPA could have acted more quickly once it received the medical report. IPA's notes show the medical report wasn't sent for review until nearly two hours after it had been received and, when it was sent, it was to the wrong team. So, overall, I think if IPA had acted more promptly and followed its correct internal processes, it's likely the guarantee of payment could reasonably have been issued around two hours sooner than it was. I also don't think IPA updated Mr L as proactively as I'd have expected it to and I've taken into account the amount of calls Mr L says he made to IPA and the length of time he says this took. I note IPA didn't call Mr L back when requested and I think IPA could have provided clearer information to Mr L about what the next steps in progressing the claim were.

However, I've seen no evidence upon which I could reasonably conclude that IPA was deliberately ignoring or screening Mr L's calls as he has suggested. And it's not unusual for a policyholder who requires medical treatment abroad to have to pay for medical treatment and then reclaim the costs from their travel insurer, so I don't think it was unreasonable for IPA to suggest this as an option to Mr L in order for him to obtain medical treatment more quickly. Complaint handling isn't a regulated financial activity, so I can't offer any comment on the manner in which IPA addressed Mr L's complaint.

When deciding what level of compensation I think is appropriate for the impact of IPA's actions on Mr L, I've had regard to the fact that he was in a vulnerable position of needing medical attention abroad. I have no power to seek to punish IPA through an award of compensation, and I can only award compensation for what actually happened – not what might have happened. I understand Mr L says he discharged himself from hospital because of IPA's delays but the information I've seen suggests there was no medical requirement for Mr L to remain in hospital anyway.

Having taken into account our published guidance on the payment of compensation for distress and inconvenience, I'm satisfied that an award of £100 compensation is fair and reasonable in the circumstances.

Putting things right

Inter Partner Assistance SA needs to put things right by paying Mr L £100 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 L 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 simple¹.

My final decision

I'm upholding Mr L'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 L to accept or reject my decision before 18 February 2026.

Leah Nagle
Ombudsman

¹ If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr L how much it has taken off. It should also give Mr L a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.