

The complaint

Mr C is unhappy with the service that he received from Inter Partner Assistance SA and their decision not to pay the claim in full.

Although Mr C is represented, I'll refer to all submissions as being made by him.

What happened

Mr C was on holiday on an island I'll refer to as 'S'. He came unwell and was admitted to hospital. Three members of his family flew out to join him and arranged for him to be repatriated by air ambulance. Mr C claimed for the costs of about £26 000 including the cost of the air ambulance and the family members travel.

IPA offered to pay £1090.70 towards taxis, car hire, petrol and the return flight of one family member. They said that their medical team hadn't agreed to repatriate Mr C via air ambulance and had recommended he returned home after recovering. Mr C didn't think this was fair taking into account the circumstances. Unhappy, he complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She didn't think that the available medical evidence suggested repatriation by air ambulance was required and that IPA acted reasonably on the basis of the information available. The investigator also thought that IPA had offered a reasonable level of customer service and didn't identify any unreasonable delays in the handling of the claim.

Mr C didn't agree and asked an ombudsman to review the complaint. In summary, he didn't agree the medical team's decision was fair because he didn't think they had asked the appropriate questions. He didn't think that IPA had been proactive in asking for updates or that they'd have agreed to repatriation over any timescale. Mr C highlighted that Mr C had a life-threatening illness and was left with a significant debt he was unable to repay. So, the complaint was referred to me to make 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.

I'm very sorry to read of the circumstances leading to this complaint. Mr C and his family experienced a difficult and frightening experience when he became unwell whilst abroad. It's clear that this was a very difficult time and was upsetting for them. I have a lot of empathy with the circumstances they've described.

The relevant rules and industry guidelines say that IPA has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say:

'Section 2 - Medical emergency and repatriation expenses

What is covered

8. ... 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. This includes with the prior authorisation of the Emergency Medical Assistance Service reasonable additional transport and/or accommodation expenses for a travelling companion, friend or close relative to stay with you or travel to you from the UK or escort you home. Also, additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket.

9. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants to repatriate you to your home if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward Journey unless the Emergency Medical Assistance Service agreed otherwise, if the Emergency Medical Assistance Service confirm an alternative method of travel is required this will only apply for the ill or injured insured person.

I'm not upholding Mr C's complaint for the reasons I'll go on to explain.

I don't think it was unreasonable for IPA to rely on the above exclusions when declining to settle the claim in full.

I think IPA's offer to pay for petrol and car hire was reasonable and in line with the policy terms. The policy provided for one family member to go to S and escort Mr C home. So, I think it was reasonable not to pay for all three family members to go to S or to decline to cover all of their additional travel expenses. Whilst I can entirely understand why the three family members wanted to go, and felt they needed to, that's not covered by the policy terms. Many travel insurance policies include the same, or very similar, limitations.

I've carefully considered what Mr C has said about the medical evidence, but I'm not persuaded it was unreasonable for IPA to decline to cover the air ambulance. I've looked at the available medical reports. Whilst I won't mention all the medical evidence, I have considered it all.

The first recorded contact with Mr C's family was on the 20 April 2023 and the notes indicate on 24 April Mr C was likely to be discharged within a few days. Mr C was discharged at the end of April and repatriated home by air ambulance by 3 May 2023.

A more detailed report says that transport by air ambulance was definitely indicated due to the serious situation of organ failure in a multimorbid patient and that he needed therapy in a centre with maximal medical diagnostic and therapeutic possibilities.

However, there is no evidence that the treating hospital were concerned about their inability to treat Mr C effectively. He was treated and discharged following improvement in his condition. Although the treating doctor recommended repatriation by air ambulance his report didn't provide a detailed insight into why that was necessary. IPA isn't bound to accept the treating doctor's opinion, but I've considered whether their stance was reasonable in the circumstances.

IPA were in the process of developing a repatriation plan as they didn't agree with the recommendation to repatriate by air ambulance. At that point Mr C was in recovery and had been discharged. In such circumstances I think it was reasonable for IPA to obtain more information about the reasons an Air Ambulance was necessary and an up-to-date medical

report as Mr C had accessed treatment and was in recovery. So, I think there's a reasonable explanation for why medical team wanted more insight into Mr C's condition and whether an air ambulance was appropriate.

I also note that a report prepared around the time of discharge indicated that Mr C was asymptomatic, breathing normally and was able to sit independently for two hours. It identified a medium level of care was needed. The repatriation certificate also says that Medical Repatriation was necessary because of renal failure. The medical indication section has four boxes which are Socially Emotional Reasons, Language Barrier, Inadequate availability of care or other. The first two options were selected.

Taking all of the above into account I don't think it was unreasonable for IPA to rely on the exclusion in the policy to decline cover. That's not to say that Mr C wasn't unwell, and I've noted what happened on his return to the UK. However, the issues Mr C was diagnosed with in the UK were not explored within the medical information IPA was provided whilst Mr C was in S. Based on the information that was available to IPA, I don't think their decision to look into the repatriation options in more detail was unreasonable in all the circumstances.

I appreciate that Mr C feels no action was taken between 29 April and 3 May 2023, but I can see that IPA were looking to obtain an updated medical report and also tried to contact one of Mr C's relatives but were unable to do so. I have also considered what Mr C has said about the impact of not receiving more specialised treatment. But, as I've outlined above, I'm satisfied that IPA was trying to access medical information to assess what support Mr C needed and whether he could be transferred or returned home. And, in any event, Mr C was ultimately treated at the facility and discharged following his illness.

I've considered what Mr C has said, in summary, about it being unclear what IPA would do as he didn't think they would assist with repatriation. But, even if that wasn't made clear, I don't think the available evidence suggests that an air ambulance was necessary in the circumstances. And the exclusion I've referred to can still fairly be relied on in the circumstances of this case. So, I don't think it would be fair and reasonable to depart from the policy terms.

Mr C has also complained about the communication and overall service received from IPA. I've looked at the notes and can see that IPA were trying to obtain medical information from the hospital but were having difficulty in doing so. I can see that Mr C's relative raised concerns about the level of care he was receiving and that his condition was worsening. However, at that point in time IPA had no medical information about Mr C's condition at all. I'm satisfied they were making reasonable attempts to get information in order to decide on next steps.

IPA is also entitled to validate the claim before confirming cover. They requested information from Mr C's GP. That's standard industry practice. I appreciate that there was an issue about what information was needed as Mr C's family then had to go and get more information. But I don't think this had a detrimental impact on Mr C as he was receiving treatment. And, at that point, Mr C's family had already reported he was preparing to be discharged in a few days. Cover was confirmed within a short time of the relevant medical information being provided and prior to Mr C's return to the UK.

I can understand how frustrating it was that Mr C's family had to speak to different people at IPA. But they offer a 24 hour assistance service and so I can't fairly say that they should have to offer dedicated points of contact, given the nature of the service they need to offer.

I appreciate my decision will not be the news that Mr C and his family are hoping for. But, having reviewed the evidence that's available I'm not upholding this complaint.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 February 2024.

Anna Wilshaw
Ombudsman