

The complaint

Ms T, Mr H and Mr H are unhappy with the way in which Inter Partner Assistance SA (IPA) handled a claim made on their travel insurance policy ('the policy').

For ease, I've referred to Ms T throughout as this complaint relates to an injury she incurred whilst abroad.

What happened

Whilst abroad, on holiday, Ms T injured her knee. She contacted IPA for assistance as she was told by the treating hospital that it could operate on her knee two days after sustaining the injury.

IPA said it required a medical report from the treating doctor to assess whether planned surgery was covered under the policy.

Having not been told by IPA that the surgery wasn't covered, Ms T went to the hospital on the day of the planned surgery. Whilst there, IPA declined the claim on the basis that the operation could've waited until she returned to the UK.

Unhappy Ms T complained to IPA. It issued its final response in March 2023, maintaining its decision to not cover the cost of the surgery. However, it did pay Ms T £200 compensation to acknowledge the delays in communication throughout her claim. Ms T then brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't think IPA had to do anything more to put things right in this case.

Ms T disagreed and raised further points in reply. These didn't change our investigator's opinion so this complaint has now been passed to me to consider everything afresh and 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.

IPA has an obligation to handle insurance claims promptly and fairly. And it mustn't unreasonably decline a claim.

I'm very sorry to hear what Ms T has been through and I have a lot of empathy for her situation. I know she'll be very disappointed but for the reasons set out below, I don't think IPA has to do anything more to put things right in this case.

Claim for surgery

Subject to the remaining terms of the policy, cover is provided for:

Emergency medical, surgical, hospital, ambulance and medical fees and charges outside of your home area.

Further, cover isn't provided for:

Any form of treatment or surgery which in the opinion of the Emergency Assistance Service or us (based on information provided by the medical practitioner in attendance) can be delayed reasonably until your return to your home area.

I'm not a medical expert but I've considered the available medical evidence from the time to see whether IPA has acted unfairly by not agreeing to cover the costs of knee surgery.

The medical evidence from the treating doctor abroad dated two days before the surgery does refer to her knee injury and that Ms T has "total instability with heavy pain and impossibility to weight on the leg". An operation was recommended.

A further letter dated from after the surgery, and after Ms T was told that surgery wasn't covered, says Ms T needed to be operated on "immediately". The next possible opportunity was two days after injury and she was due to fly back to the UK the day after surgery, as originally scheduled.

However, importantly in this case, there's nothing from the treating doctor reflecting that Ms T wasn't fit to fly if the surgery didn't take place or why the surgery couldn't wait an extra couple of days until after she returned to the UK.

IPA's medical team concluded before the surgery was due to take place that it wasn't urgent and could wait until after she arrived back in the UK. Overall, and based on the totality of the medical evidence from the treating doctor, I haven't seen anything that convinces me that IPA's conclusion was unreasonable.

Although I can understand why Ms T agreed to undergo surgery on her knee when she did, I don't think IPA has unfairly concluded this cost isn't covered under the policy as it didn't constitute emergency medical or surgical charges incurred by Ms T whilst she was away - as required by the terms of the policy. And I'm satisfied it's fairly concluded that surgery could've waited until after she returned to the UK.

Nor do I think it would be fair and reasonable for me to direct IPA to cover the costs of surgery outside of the terms of the policy in the circumstances of this case as I'm satisfied it hadn't confirmed that the surgery was covered at any time before it went ahead. So, I think Ms T ought to have been reasonably aware of the risk of any claim for the surgery not being covered.

Customer service

I'm satisfied from what IPA said in its final response letter that it had taken the decision to decline the claim for surgery a day before it had taken place and it didn't communicate that decision to Ms T until she was already at the hospital, and she says had paid for the surgery upfront. She says she didn't find out about it until the pre-operation checks had been carried out. However, I've seen nothing to persuade me that even at that stage, she couldn't have cancelled the surgery and received a full or significant refund of her pre-paid costs.

Further, I've listened to a call recording where Ms T was told two days before the surgery that until IPA had received and considered the treating doctor's medical report, it wouldn't be

able to confirm cover. I take on board Ms T's point that she was told that she did have winter sports cover and "there shouldn't be any reason why it's not covered" but importantly she was told that the process needed to be followed. Having considered the entirety of the call recording and what was said, I'm not persuaded that IPA's representative gave the impression that cover was in place. Ms T was told on more than one occasion that cover couldn't be confirmed until IPA's medical team had considered a medical report from the treating doctor.

I accept that IPA ought to have confirmed to Ms T that the surgery wasn't covered promptly after making that decision internally. Failing to do so prevented Ms T from making a considered decision about whether to cancel the surgery before the date it was due to take place (and opt to have surgery when she returned to the UK) or to continue and self-fund the surgery.

I think this caused her unnecessary upset and disappointment when she discovered shortly before the surgery that IPA wasn't covering the cost. IPA has apologised and paid Ms T £200 compensation to reflect the distress and inconvenience she experienced because of its lack of communication. I think that's fair and reasonable.

My final decision

I don't think Inter Partner Assistance SA needs to do anything more to put things right, so I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T, Mr H and Mr H to accept or reject my decision before 25 March 2024.

David Curtis-Johnson
Ombudsman