DRN-4625163

The complaint

Mr B1, Mrs B and their two sons (Mr B2 and Mr B3) are unhappy that Inter Partner Assistance SA ('IPA') declined a claim made under their travel insurance policy ('the policy').

All references to IPA include its assistance team. And because this complaint relates to medical treatment Mr B1 needed whilst abroad, for ease, I've referred to him unless where relevant.

What happened

Mr B1, Mrs B, Mr B2 and Mr B3 have the benefit of the policy as part of a platinum card account.

Whilst abroad on holiday in December 2022, Mr B1 experienced a heart attack and was taken to hospital. IPA was contacted and Mr B1 subsequently underwent emergency heart surgery.

During this time IPA hadn't confirmed cover as it was awaiting a medical report from the treating hospital and, thereafter, wanted to contact Mr B1's GP for his medical history.

Mr B1 and his family were due to return to the UK at the end of December 2022. Due to Mr B1's condition and surgery, he and his wife, Mrs B, remained abroad. He was discharged from hospital at the start of January 2023.

On 9 January 2023, whilst still abroad, IPA declined providing cover for Mr B1's medical costs and related expenses on the basis that the claim related to a pre-existing medical condition of Mr B1. Mr B1 and Mrs B returned back to the UK a couple of days after.

Mr B1 complained to IPA about the handling of his claim and after it maintained its decision to decline the claim, he brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and upheld the complaint. He didn't think IPA had fairly and reasonably relied on an exclusion in the policy to decline the claim. He recommended IPA to:

- accept the claim and settle it in line with the remaining policy terms.
- pay 8% per year simple interest on any medical treatment Mr B1 and Mrs B have paid from the date Mr B1 and Mrs B made payments to the date the settlement sum is paid to them.
- pay £1,500 compensation.

IPA disagreed so this complaint has been passed to me to consider everything afresh 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.

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

I've been provided with two policy documents. Given the date of the holiday, I'm satisfied that the relevant terms of the policy are dated May 2021 and not July 2018.

Subject to the remaining terms, the policy provides cover for medical assistance and expenses. That includes medical treatment up to two million pounds "for necessary medical, surgical and hospital costs as a result of you becoming ill…during your trip".

It also provides cover for:

- a "relative to extend their stay during your treatment: up to £150 a night (maximum 10 nights) towards meals and accommodation costs until our senior medical officer advises that you no longer require further treatment on your trip".
- extend your stay "following medical treatment up to £150 a night (maximum 10 nights) towards meals and accommodation costs for you and one other person if our senior medical officer advises you to extend your stay after your treatment".
- hospital benefit: £50 per night while you are in hospital for items to make your stay more comfortable, up to a maximum of £500.

The policy terms also contain general exclusions which also applies to the section of the policy relating medical assistance and expenses.

It says IPA won't pay claims "directly or indirectly as a result of…Pre-existing Medical Conditions".

I'll refer to this as "the exclusion".

The policy terms define Pre-existing Medical Condition as:

> any past or current Medical Condition (other than those on the Accepted Conditions list which is available by visiting…) which, during the 2 years prior to You booking a Trip, has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received; and any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to You booking a Trip

So, I think the crux of the issue I have to determine is whether IPA has fairly concluded that the heart attack (and associated claim made under the policy) was directly or indirectly as a result of a pre-existing medical condition.

When doing so, I've kept in mind that when relying on an exclusion, it's for IPA, as the insurer in this case, to establish that the circumstances of the exclusion have been met.

IPA's decision to decline the claim

For the reasons set out below, I'm satisfied IPA hasn't acted fairly and reasonably by relying on the exclusion to decline cover in the circumstances of this case.

Mild hypertension

I'm not a medical expert so I've relied on the medical evidence available to me when deciding this complaint.

I've considered Mr B1's medical records. I'm satisfied on the balance of probabilities that he had mild hypertension before booking the trip. His GP records (and a letter from his GP dated May 2023) reflects that he was monitoring his blood pressure at home in 2020 and the results corresponded to having mild hypertension. Further the treating hospital's notes from December 2022 reflect that he had a history of hypertension and so does the discharge report.

I'm satisfied mild hypertension is a pre-existing medical condition as defined by the policy. It isn't contained on the list of accepted conditions and it's a cardiovascular or circulatory condition. Hypertension is specifically listed as an example in the definition.

However, I don't think IPA has fairly established that Mr B1's heart attack was a direct or indirect result of mild hypertension in the circumstances of this complaint. I'll explain why.

- In November and December 2023, our investigator requested IPA provide evidence relied on to demonstrate that Mr B1's heart attack was directly or indirectly a result of pre-existing medical conditions such as mild hypertension. I'm not satisfied Mr B1's medical records set out a causal link (directly or indirectly) between his mild hypertension and the heart attack he experienced whilst abroad.
- In response to our investigator's view, IPA said senior members of IPA's medical team, which includes a doctor, have commented that Mr B1 has two factors indicating the presence of hypertension. Even so, whilst the existence of mild hypertension may be a factor increasing the likelihood of heart disease, I don't think this is sufficient by itself for IPA to fairly establish that the heart attack (and therefore claim) was directly or indirectly a result of a pre-existing medical condition in this particular case.
- I've weighed up what IPA has said with the other medical evidence I've been provided. And having done so, I don't think IPA has fairly established on the balance of probabilities that it's fair to rely on the exclusion to decline the claim.
- Mr B1's GP report dated May 2023 reflects that around the time he was monitoring his own blood pressure at home (in around 2020), "he also had a normal ECG and an extremely low cholesterol of 3.63 with a calculated Q-risk 2 cardiovascular disease 10 year risk score of 7.75%". Also, "a further blood pressure check was normal at 136/85 and an average home blood pressure monitoring on [a date in December 2020] was 136/90 again corresponding to mild hypertension only".
- Mr B1's consultant cardiologist's letter dated April 2023 reflects that Mr B1's angiogram from when he was abroad was "suggestive of severe disease involving the dominant right coronary artery, LAD, diagonal, intermediate and circumflex where the stenoses were graded as between 40% and 60%". And although the consultant notes that Mr B1 had "borderline blood pressure" which was being addressed with lifestyle changes this is just after they say that Mr B1 "has no relevant medical history, having never smoked, with a normal blood cholesterol in March 2022". So, given that the consultant says Mr B1 doesn't have any relevant medical history, in the absence of any other medical evidence to the contrary, I think it's fair to assume that

the consultant didn't think Mr B1's mild hypertension/borderline blood pressure was linked to his heart attack.

Other conditions

For the following reasons, I'm also satisfied that there aren't any other pre-existing medical conditions which directly or indirectly resulted in Mr B1's heart attack.

- Mr B1's consultant physician's letter dated March 2023 reflects that he doesn't have diabetes. And his particular cancer had been treated and cured. They say this wouldn't have contributed to ischemic heart disease or an acute coronary event. In the absence of any other relevant medical evidence to the contrary, I accept what the consultant physician says about that.
- IPA has also pointed to entries in Mr B1's GP notes dated October 2022 – so around two months before his heart attack abroad. Reference is made to Mr B1 attending the GP surgery as he'd been feeling "peculiar" since yesterday, occasional palpitations, feeling like he may pass out, few lapses in memory and vertigo. It's reported that his blood pressure and pulse at home were fine but in the surgery blood pressure was slightly raised. Mr B1 was also prescribed medication for vertigo. IPA's medical team has said this is likely to have been the beginning of the same episode (leading to heart attack) Mr B1 experienced whilst away.
- However, without any further medical evidence supporting that those symptoms were linked with the heart attack whilst Mr B1 was away, I'm not persuaded that IPA has fairly connected these two incidents to decline the claim – particularly as the symptoms he experienced occurred around two months before his heart attack. It's also reflected at the end of October 2022 that Mr B1's bloods were checked and there's nothing in the notes to say that there were concerns with the results. Further, there's no further mention in the GP notes of any similar issues occurring before Mr B1 travelled.

The impact of declining the claim

I'm satisfied that unfairly relying on the exclusion to decline the claim would've unnecessarily worried and upset Mr B1, Mrs B, Mr B2 and Mr B3 at an already difficult time, when Mr B1 was recovering from heart surgery and was still abroad.

Mr B1 and Mrs B have also paid for some of Mr B1's medical costs themselves and have had the worry and upset of being chased for the remaining outstanding medical bills. I accept this would've been distressing.

Mr B1 says this additional and unnecessary stress has impacted his recovery and further surgery has been needed. I haven't been provided with any medical evidence that the reason for the additional surgery was due to Mr B1's claim being declined or being chased for outstanding medical costs. However, I think it's fair to assume that this wouldn't have helped his recovery and needlessly exacerbated an already difficult and worrying situation for him.

Mr B1 says he feels very upset that the doctors who treated him whilst abroad and he says "basically saved my life" were having to chase him for payment. He says he always pays everything promptly and never has had bad debts. I have no reason to doubt what he says about that and accept that this has caused him further unnecessary distress.

I've also taken into account that Mr B1 and Mrs B chose to move to a less expensive property after their claim was declined, even though they were in the process of buying a different home before the trip. They say they paid fees that were non-refundable. There are

may variables when buying properties and moving home. Sometimes property sales fall through so on the balance of probabilities, I'm not persuaded that the main reason Mr B1 and Mrs B chose to pursue a different property was due to having the claim declined.

Nor do I think it would be fair and reasonable to direct IPA to pay or contribute to the legal costs Mr B1 and Mrs B2 incurred pursuing their complaint against IPA. I'm persuaded that they were able to pursue their complaint themselves.

Other issues

It took IPA around two weeks to decline the claim and I appreciate why this wait would've been worrying for Mr B1 and Mrs B, in particular. I'm satisfied that IPA wanted to review the treating hospital's medical report and thereafter requested Mr B1's GP records for review before verifying cover under the policy. I don't think that was unfair. I'm satisfied that it's standard industry practice for travel insurers to do so when someone falls ill whilst abroad and requires assistance from them. That's so it can check a policyholder's medical history before verifying cover to see, for example, whether the reason for the claim relates to a pre-existing medical condition before verifying a claim. And I'm satisfied IPA proactively tried to chase for this information.

The discharge report from the treating hospital reflects that Mr B1 was discharged on 1 January 2023 and that "he should remain locally for at least 7 days prior to transitioning back to the United Kingdom". So, I'm satisfied the earliest he would've been deemed fit to fly would've been 8 January 2023 and that's around the date IPA declined the claim.

Mr B1 says that he and Mrs B's return flight to the UK was 11 January 2023. And a doctor in a local clinic advised that he was fit to fly. In the absence of any other medical evidence from the time, I'm satisfied that Mr B1 was fit to fly on 11 January 2023 even though he says that he didn't think that he necessarily was (but he wanted to return home as he was worried about having to pay for further accommodation passed that date). So, although I'm very sorry to hear about the distressing journey home and what Mr B1 says about his wounds bleeding on the journey home, I don't think it would be fair and reasonable for me to hold IPA responsible for this. Ultimately, it's a medical decision whether Mr B1 was fit to fly and a local doctor had confirmed that he was.

However, I accept that IPA would've likely provided further assistance if needed to Mr B1 and Mrs B to help with the journey home and having the medical assistance line available to them would've provided some additional comfort in the days leading up to their return home with finalising flights and arranging and signing forms. As the claim had been unfairly declined, I can understand why Mr B1 and Mrs B say they "were left completely to our own devices" and I accept what that they say about finding this "terribly distressing".

Having considered IPA's internal contact notes, I accept that Mrs B wasn't initially told about the £150 per day accommodation allowance which is in the policy terms. Once their original accommodation booking had ended, she was told that the policy would match the accommodation standard they had originally booked for their holiday. Although, I'm satisfied IPA acted fairly by not being able to confirm cover under the policy by that stage (as they were still awaiting the relevant medical information), I still think it would've been disappointing for Mr B1 and Mrs B to be later told about the daily financial limit and that cover would only be in place for 10 days maximum. Particularly as the accommodation they'd booked exceeded this daily rate.

Distress and inconvenience

Overall, I'm satisfied that £1,500 fairly reflects the distress and inconvenience Mr B1, Mrs B, Mr B2 and Mr B3 incurred as a result of the claim being declined and for not being told about the policy limits when covering accommodation costs.

Putting things right

I direct IPA to:

- accept the claim made under the policy and settle it in line with the remaining policy terms including financial limits. That includes claims for medical costs, accommodation costs, repatriation costs and the hospital benefit.
- pay to Mr B1 and Mrs B simple interest at a rate of 8% per year* for the costs Mr B1 and Mrs B have personally incurred which would otherwise have been covered by IPA under the policy including medical and repatriation costs from the date on which they were incurred by Mr B1 and Mrs B and the date on which they are reimbursed for those costs.
- pay £1,500 compensation for distress and inconvenience.

* If IPA considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr B1 and Mrs B how much it's taken off. It should also give them a certificate showing this if they ask for one. That way they can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I uphold this complaint and direct Inter Partner Assistance SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B1, Mrs B, Mr B2 and Mr B3 to accept or reject my decision before 17 May 2024.

David Curtis-Johnson
Ombudsman