

The complaint

Mr M complains about the way AXA PPP Healthcare Limited handled a medical expenses and repatriation claim he made on his travel insurance policy.

Mr M's represented by Ms M.

What happened

Mr M was abroad in December 2019. Unfortunately, he became very seriously unwell. AXA agreed to transfer Mr M to another country for treatment in January 2020. It also arranged for Mr M's wife to accompany him and met some costs associated with her extending her trip. Mr M required acute inpatient treatment abroad for several months.

In late May 2020, Mr M's treating doctor who I'll call Dr O, told AXA that he could put together a rehabilitation treatment package with the aim of Mr M being fit to travel in three to four weeks' time. This was on the proviso that Mr M would receive GP care and community support once he returned home. Dr O proposed that this plan would begin at the end of May and that Mr M would likely be fit to travel on around 21 June 2020.

AXA got in touch with Mr M's GP, who I'll call Dr S, in mid-June 2020 to look into arranging home care. In summary, Dr S said he could look into arranging home care for Mr M, but it wasn't something that was generally arranged by a GP and could take a few weeks. He also let AXA know he'd need medical reports from Dr O to understand what care Mr M would need.

During mid-June, AXA began to look into arranging Mr M's repatriation. It told Ms M that if home care couldn't be arranged for Mr M at the point he flew back to the UK; he'd have to be admitted into a local hospital for follow-up community care to be arranged. Ms M was very concerned by this, first because she'd understood that home care would be arranged and secondly, because Mr M was at a higher risk of Covid-19 and she was worried about hospital transmission. Despite Ms M's concerns, AXA continued to look into repatriation options, including Mr M being admitted to an NHS hospital, with the aim of flying him back to the UK on 7 or 8 July 2020.

Dr S wrote to AXA on 2 July 2020. He said it was clear to him that hospitalisation upon Mr M's return wasn't necessary and the best thing for him would be to be returned directly to his home for community care. Dr S also said he was confident he could arrange this, but he couldn't give a definite timeframe. AXA took the decision to delay Mr M's repatriation until home care had been arranged, but it seems Ms M was still under the impression that it was planned for the 7 or 8 July 2020.

Finally, AXA agreed to repatriate Mr M and his wife in first class seats, on 21 July 2020, having arranged a doctor and nurse escort. However, due to Covid-19 testing rules in the country Mr M was staying in, despite the escorts having tested negative for the virus prior to travel, they were still required to take another test and quarantine until they received their result. This meant Mr M's repatriation was delayed until 22 July 2020. Ms M said that Mr and Mrs M also experienced some difficulties during the journey, such as a lack of a wheelchair

or baggage assistance.

Ms M was unhappy with the way AXA had handled Mr M's claim and she complained. In particular, she was unhappy with the changes to the repatriation plan which AXA had proposed. And she said that AXA had told her that if Mr M wasn't repatriated in line with its plans, then cover under the policy would be withdrawn.

AXA agreed that there'd been issues with the way it had handled Mr M's claim and it paid him £100 compensation as a gesture of goodwill. Ms M wasn't happy with AXA's offer, so she asked us to look into Mr M's complaint.

Ultimately, our investigator thought that Mr M's complaint should be upheld. He thought that AXA should've begun to make arrangements with Dr S for Mr M's return in late May 2020. He didn't think that AXA had kept Mr M's family updated as well as it should've done. He also thought that AXA shouldn't have pressed ahead with repatriation plans until Dr S had provided a response to Dr O's medical reports in mid-June 2020. He was satisfied that AXA had told Ms M that cover would be withdrawn if the family declined the planned repatriation on 8 July 2020. He felt that this would've caused further confusion and distress to Mr M, given the conflicting medical advice that'd been given. He was also persuaded that AXA hadn't indicated to Ms M until a late stage that the planned repatriation (to a hospital) had been called-off. And he felt that given AXA's experience in arranging repatriations and given the Covid-19 pandemic, it would've been reasonable for it to check the relevant testing regime for the country Mr M was staying in. He felt the further delays caused by its failure to do so had caused Mr M additional upset. Overall, he felt that AXA should pay Mr M total compensation of £350 to recognise the distress and inconvenience it had caused.

Neither Ms M nor AXA accepted the investigator's recommendation. Ms M considered it wouldn't even begin to cover the distress and upset that'd been caused, or her call costs.

AXA said that it'd paid out a substantial amount of money for cover which Mr M and his wife weren't strictly entitled to. It'd met many of Mr M's wife's costs of around £4500 under the 'compassionate overseas cover' provided by the policy – even though she wasn't covered by this section, and indeed, wasn't insured under the policy. It said Mr M had been judged fit to fly on 8 June 2020. As the policy only covers treatment which meets the requirement for immediate treatment, it said it would normally have repatriated Mr M back to the UK at this point and arranged a hospital admission in the UK. It wouldn't usually get involved in arranging home care, but it had done so to try and assist Mr M. It didn't think it should be penalised for delays in a process it was unfamiliar with. The cost to it of waiting to repatriate Mr M until home care had been arranged was over £52,000. It said it wasn't bound to follow the treating doctor's recommendations. And it hadn't been medically necessary for Mr M to fly first class - it'd paid for this at the family's request. It said that a medical repatriation was always stressful, but it had tried to support Mr M and his family. So it maintained that £100 compensation was fair.

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, I've decided that AXA must pay Mr M total compensation of £350. I'll explain why.

First, while I've summarised the detailed background to this complaint, I'd like to reassure both parties that I've considered everything they've provided. I haven't commented on each and every issue they've raised though and our rules don't require me to. Instead, I've focused on what I consider to be the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. So I've considered, amongst other things, the terms of Mr M's policy and the circumstances of his claim to decide whether AXA handled it fairly.

Did AXA pay out more than it was liable for?

I've first considered the terms of Mr M's policy, as these form the basis of his contract with AXA. As Mr M was transferred to a hospital in another country for treatment of a serious illness, I think it was appropriate for AXA to consider his claim under the 'International Emergency Medical Assistance' section of the policy. This provides cover for policyholders who become ill abroad and need emergency in-patient treatment. This section specifically excludes: *'any medical condition which does not need immediate in-patient (i) hospital treatment or which does not prevent the insured member from continuing to travel or to work.'*

The available medical evidence shows that Mr M was considered to be fit to fly at least a month before his repatriation. Dr O had confirmed that he wouldn't receive any further benefit from staying in hospital. So on a strict interpretation of the policy terms, AXA was entitled to repatriate Mr M back to the UK at that point. And Mrs M wasn't insured under this policy. So her repatriation costs under this section of the policy weren't covered and neither was she entitled to any benefit under the 'compassionate overseas visit' section of the policy. That's because this section only covers travel and accommodation costs for one person to travel to a policyholder who was previously travelling alone and only if the arrangements were made by AXA. Neither of these applied to Mr M's (or his wife's) situation.

The policy only covers costs for a similar standard of travel. I'd add that in this case, the medical evidence supports the fact that Mr M didn't need a first-class flight home. The evidence indicates that business class seats (which were the seat-type Mr M had originally booked) would be sufficient to meet his medical needs whilst he was flown home. It seems AXA arranged an upgrade to first-class seats to try and allay Ms M (and the family's) fears about Covid-19. Again, it paid out costs it wasn't strictly required to pay.

It's clear then that AXA did step outside of a strict interpretation of its contractual terms and I appreciate it's paid around £60,000 more than it was liable for. I think this was a very fair response from AXA and it's clear that it did seek to try and support Mr M and his family.

Should AXA pay a separate award of compensation?

However, the fact that AXA did choose to exercise its discretion to pay significantly more for the claim than it was liable to is a separate issue to the level of compensation I think is appropriate for failings in its service. This means that while I think AXA handled parts of the claim more than fairly, some of its actions did cause Mr M trouble and upset for which I feel he should be compensated. I'll explore these in greater detail. It's important that I reiterate that any compensatory award I make is only for *Mr M's* distress and inconvenience – as he was the person insured by the policy. While I do accept that Mr M's family were extremely worried and I can see that Ms M in particular had a great deal of correspondence with AXA, I won't be awarding any amount for their trouble or upset.

I've taken on board the fact that the circumstances of Mr M's repatriation were unusual. I say that because usually, AXA would have no role in arranging ongoing care once its responsibility to repatriate a policyholder has been fulfilled. And secondly, Mr M's repatriation took place during a global pandemic, when the availability of global flights were limited; countries were subject to stringent travel restrictions and Mr M was, as Ms M told us, extremely clinically vulnerable to Covid-19. So I don't doubt that arranging Mr M's repatriation in these particular circumstances, while ensuring his safety was more complicated than many of the repatriations it's previously arranged. So I think AXA did take many reasonable steps to help Mr M and his family.

Nevertheless, I do think there were some clear failings in some of the service it provided. I too have reviewed Dr O's report and I can see that from 20 May 2020 onwards, the treating team had decided that there was little benefit to Mr M staying abroad in hospital after 21 June. Dr O's report stated that the aim was to facilitate Mr M returning to the UK for rehabilitation as soon as possible. I note that Dr O clearly said:

'In addition, preparation should be initiated as early as possible in (the) UK to support his return. We advice (sic) that his primary care physician agrees to provide the necessary medical support on his return, and discussions to provide community nurse support, adaptation of his home as recommended by (the) occupational therapist and physiotherapist, be started as soon as possible.'

In my view then, AXA's team was on notice that Dr O felt Mr M could safely be returned to the UK from 21 June 2020 onwards, so long as a robust care package was in place. So I'm satisfied it was given a clear, effective deadline. I think it should've got in touch with Dr S fairly shortly after it received this report to look into whether he could make the necessary community care arrangements. But AXA didn't get in touch with Dr S until 13 June 2020 – only about a week before Dr O's rehabilitation plan was due to end. Dr S told AXA a few days later that he thought arranging such a community package would take three-four weeks to arrange. This inevitably delayed Mr M's return. And it seems to me that if AXA had contacted Dr S around 20 May 2020, he could've begun to arrange a community package far sooner and broadly in the timeframe Dr O had suggested.

I'm pleased to see that AXA ultimately decided not to go ahead with repatriating Mr M until the community care was in place. I appreciate it isn't strictly required to place more weight on the treating doctor's view, but I think it was fair and reasonable for it to do so here. Mr M and his family had been given a proposed repatriation plan which stated that he'd be going directly home, although if home care couldn't be provided, he might need to be admitted. So it must have come as a shock and concern when Ms M was told that Mr M would be going to hospital following his repatriation as the community care package couldn't be arranged. Given that Dr S and Dr O didn't feel that Mr M needed acute inpatient care and the increased risk to Mr M of hospital-acquired Covid-19, I do think that this caused him additional upset at an already stressful time.

And I note that despite sending Dr S updated reports from Dr O, which explained Mr M's state of health and what care he might need, on 23 June for his comments, AXA did press ahead with the proposed repatriation plans at that point. I do appreciate it was entitled to do so. But as it had specifically sent Dr S Mr M's records for his comments, I think it might've been reasonable here for it to wait until Dr S had provided his own view. And I can see from email correspondence that Ms M was told that if Mr M refused to proceed with its proposed repatriation plan on 7 or 8 July 2020, (which involved an NHS hospital admission), then cover would be withdrawn from that point. While this might've been strictly true, I do think the confusion around what was happening and when would've caused Mr M more upset and worry. I'm also mindful that Ms M wasn't told that it looked like the planned repatriation on 7

or 8 July had been called-off until 6 July – one day before. So I think Mr M would've been left wondering and worrying about what the next steps were and whether he'd be liable for any ongoing care costs abroad.

It's also clear that despite AXA's travel agent's advising it that the medical escorts would only need a negative Covid-19 test result to enter the relevant country, this wasn't the case. I think, given the prevailing circumstances, that it would've been reasonable for AXA to check the relevant government restrictions when booking the escorts' travel to Mr M. If it'd done so, it could've allowed more time for the tests to be taken on arrival and for the escorts' quarantine in their hotel, so that the booked flight could be taken. Instead, Mr M wasn't able to travel on 21 July 2020, due to the delay in getting the tests results and again, he was left in a position of worry and uncertainty. Ms M says that he was left stressed and worried about the arrangements and couldn't sleep. So I've borne this in mind too when considering a fair compensation award.

I do accept that all medical repatriation claims will cause policyholders and their families a degree of upset and worry. Especially during a global pandemic. But in this case, I do think some of Mr M's trouble and upset was avoidable and was down to errors on AXA's part. Given how ill he'd been and the constant updates Ms M had to chase up to give him, I'm satisfied he was caused significant distress and inconvenience. So I agree with our investigator that a total award of £350 (less the £100 AXA has already paid) is a fair award to recognise the impact of those errors on Mr M at a difficult time. I understand AXA sent Mr M a cheque for £100 when it issued its final response letter. If this hasn't been cashed and is now out-of-date, AXA should include this amount in its total payment.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint.

I direct AXA PPP Healthcare Limited to pay Mr M total compensation of £350 (less the £100 it's already paid if this cheque has already been cashed).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 July 2021.

Lisa Barham
Ombudsman