

## **The complaint**

Mr and Mrs R complain about the way that AXA Insurance UK Plc handled a medical expenses claim they made on a travel insurance policy.

## **What happened**

The background to this complaint is well-known to both parties, so I haven't set it out in detail here. Instead, I've focused on what I think are the key events.

Mr and Mrs R were abroad on holiday. They were due to fly back to the UK on 17 August 2022. Unfortunately, a few days beforehand, Mrs R began to suffer from severe back pain. Mr R got in touch with AXA's medical assistance team on 14 August 2022 to make a medical expenses claim. He let it know that Mrs R was in severe pain and was unable to sit down. He told AXA that Mrs R had seen a doctor and had been prescribed medication.

AXA requested a medical report, which Mr R sent to it the next day. The medical report stated that Mrs R was fit to travel, but not sitting down. He queried what steps AXA could take to provide repatriation assistance to Mrs R, given she wasn't able to sit down.

On the following day, Mr R called AXA again. At this point, it told him that it would need to request copies of Mrs R's medical records from her UK GP to assess cover. Mr R accordingly completed and returned the consent forms. He also let AXA know that the return flight was booked for the following day, so things were urgent. It took AXA over three hours to request Mrs R's medical records from the GP. Around 6pm local time on that day, AXA texted Mr R to say that Mrs R would need to attend a medical centre for an appointment. That's because it considered that the initial medical report was too brief to confirm what steps were medically necessary and appropriate.

Subsequently, on the morning of 17 August 2022, Mr R called AXA to let it know that he and Mrs R were on the way to the airport. He said they felt they had no other options. Around half an hour later, AXA emailed Mr R to confirm that it had agreed to cover the claim and that it would find accommodation. It said it would then arrange a medical appointment so that a treatment plan could be arranged for Mrs R. Unfortunately, Mr R didn't receive the email until after he and Mrs R had already checked-in at the airport and had been through security.

Mr and Mrs R flew home on their pre-booked flight. Mrs R was able to lay down for the majority of the flight, as there were spare seats on the plane. They were very unhappy with the way AXA had handled their claim and they complained.

AXA agreed that it hadn't handled Mr and Mrs R's claim as well as it should've done. It acknowledged that its team hadn't correctly managed Mr and Mrs R's expectations about the medical information it might need to confirm cover. It also accepted that Mr R had had to make the majority of contact with the medical assistance team. It concluded that Mr and Mrs R hadn't received the support they'd needed and so it offered to pay Mr and Mrs R £250 compensation to reflect the distress and inconvenience they'd been caused.

Mr and Mrs R didn't accept AXA's offer and they asked us to look into their complaint. They

said that Mr R had had to repeatedly chase things up with the assistance team; they felt AXA had failed to provide Mrs R with the care she needed and they also felt that Mrs R's injury had been exacerbated by the fact that she'd had to travel sitting in a taxi, wait at the airport and sit upright at points on the flight. This had caused her severe pain. They felt too that AXA should compensate them for the loss of some of their holiday following Mrs R's injury. And they considered that AXA should make a payment to charity representing the potential savings it had made because Mr and Mrs R hadn't remained abroad pending medical examination. Neither had AXA been put to the costs of repatriating Mrs R and purchasing new flights for her family.

Our investigator didn't think AXA's compensation offer was sufficient to recognise Mr and Mrs R's trouble and upset. She felt that AXA could have requested the additional medical information more promptly than it did. And had it done so, she felt AXA would've been in a position to potentially confirm cover significantly earlier than it did and accordingly, have avoided Mrs R needing to travel in pain. So she concluded AXA had caused Mrs R to suffer unnecessary discomfort. She therefore recommended that AXA should pay a total award of £500 compensation to reflect its poor service.

However, the investigator didn't think AXA needed to cover the costs of Mr and Mrs R's lost holiday. Nor did she think AXA needed to make any payment representing the costs it would've incurred had AXA arranged a later repatriation for Mrs R and the family. And she didn't think there was enough evidence to show that AXA's service had exacerbated Mrs R's injury.

AXA accepted the investigator's recommendation.

Mr and Mrs R disagreed with the investigator and so 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 think AXA's new offer to pay Mr and Mrs R £500 total compensation is fair in all the circumstances and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. So I've considered, amongst other things, the policy terms, AXA's records and the available medical evidence, to decide whether I think AXA has now made a fair offer of settlement.

Mr and Mrs R made a claim for medical assistance abroad, including potential repatriation. So I think it was reasonable for AXA to consider their claim in line with the 'Emergency Medical and Other Expenses' section of the policy. In brief, this does include cover for a policyholder's emergency medical costs; extended accommodation and repatriation costs. However, in common with most, if not all, travel insurance policies, the policy only covers costs which are medically necessary. And AXA doesn't cover medical costs arising from a policyholder's pre-existing medical conditions unless they've been declared to and accepted by it. So before AXA agreed to cover Mr and Mrs R's claim, I think it was entitled to be satisfied that repatriation was medically necessary; that it was safe for Mrs R to travel and that her back condition hadn't existed prior to the policy purchase or trip booking dates. That means I think it was fair and reasonable for AXA to require a medical certificate and Mrs R's GP records before confirming cover.

With that said though, AXA accepts that it didn't handle this claim as well as it should've

done and that it didn't fairly manage Mr and Mrs R's expectations during the life of the claim. I can see from AXA's records that it wasn't proactive in contacting Mr R to provide him with information or updates – the majority of contact between the assistance company and Mr R was down to Mr R needing to make repeated calls to AXA. I don't doubt that this caused him additional frustration and inconvenience at an already worrying time.

And I agree with our investigator that AXA caused unnecessary delays in the handling of this claim, which I think likely led to Mrs R needing to return on her pre-booked flight, without the potential support she may well have been entitled to. I've looked carefully at the assistance team's records. Mr R sent the initial medical report setting out Mrs R's diagnosis and potential unfitness to fly seated on 15 August 2022. But it appears that AXA didn't assess the report until 16 August 2022. At that point, a clinical member of staff decided full GP records were necessary to assess cover. And around 27 hours after the first medical report was received, AXA decided it was too brief and that Mrs R needed to see another doctor to provide a fuller diagnosis and undergo an examination of her fitness to fly.

In my view, AXA should have been in a position to consider the first medical report on 15 August 2022. Had it done so, I think it's likely that it would've concluded then that it needed Mrs R's medical records and that a further medical appointment was necessary. Both steps could then have been arranged potentially a day earlier than they actually were. The evidence indicates that Mrs R's GP provided the medical records on the day they were requested – which suggests that they could potentially have been received on 15 August 2022, or certainly earlier during the day on 16 August 2022.

Had AXA identified on 15 August 2022 that the first medical report wasn't sufficient, it could have arranged for Mrs R to see another doctor either on that day or on 16 August 2022. I think that had this been the case, AXA would've been in a position to confirm cover for Mrs R likely a day earlier than it did and it would've likely been in a position to understand whether Mrs R was fit to fly and what support she may have needed – such as a stretcher flight or ambulance transfer to and from the airport. Instead, due to the delay in AXA identifying that it needed more medical evidence, Mr and Mrs R felt that they had no choice but to take their original flight back to the UK without any special assistance.

As I've set out above, the doctor who initially assessed Mrs R concluded that she was fit to travel, but not seated. However, while I was pleased to note that Mrs R was able to lie flat for much of the return flight to the UK, she still had to travel by taxi to the airport in a seated position; wait at the airport and travel back to her home from the airport in a seated position. Given the initial doctor's diagnosis and recommendations, along with Mr and Mrs R's submissions, it seems this caused Mrs R a great deal of unnecessary pain over a period of hours. So I think it's appropriate and fair that AXA should increase its compensation award from £250 to a total amount of £500. In my view, this award takes into account the pain and suffering I think Mrs R was caused by AXA's assistance team's failings, in addition to the communication and expectation-management failings it's already acknowledged.

I appreciate Mr and Mrs R say that Mrs R's injury was prolonged due to the way she had to travel back to the UK. Whilst I'm sorry to hear that Mrs R's pain hasn't recovered swiftly, I don't think there is any independent medical evidence available which shows it's more likely than not that Mrs R's injury was exacerbated by AXA's handling of her claim. So I don't find there are any reasonable grounds upon which I could increase the compensation award for this particular point.

Mr and Mrs R consider that given AXA's cost savings in terms of rearranged flights; accommodation and repatriation, it should make a charity payment. These aren't costs which were incurred though and neither are they financial losses which Mr and Mrs R should be compensated for. So I don't find it would be fair or reasonable for me to make such a

direction here.

I appreciate Mr and Mrs R would like AXA to consider a payment for the lost days of their holiday. I can see that they mentioned to AXA that they'd lost out on over half of their trip, due to Mrs R's injury and I can understand that they weren't able to have the trip they'd booked or paid for. However, it isn't clear to me that Mr and Mrs R have made a curtailment claim on the policy for AXA to consider. Neither was this issue addressed in AXA's final response to Mr and Mrs R's complaint. So I don't think it would be appropriate for me to make a finding on this point here.

It's open to Mr and Mrs R to now make a curtailment claim to AXA should they wish to do so. For ease of reference, in addition to curtailment being defined as returning to the UK early, AXA's definition of curtailment includes the following:

*'Curtailment means... 'You attending a hospital outside your home area as an in-patient or being confined to your accommodation abroad due to personal quarantine, in either case for a period in excess of 48 hours.'*

I'd add that it seems from AXA's correspondence that the medical expenses claim hasn't been settled to date. If Mr and Mrs R are unhappy with any claims settlement they are ultimately paid, they may be able to make a new complaint to us about that issue alone.

Overall, I was very sorry to read about Mrs R's injury and I sympathise with her position. I was also sorry to hear about the impact her injury had on the family's holiday. But as I've explained, I find that total compensation of £500 for AXA's errors is fair and reasonable in all the circumstances of this complaint.

### **My final decision**

For the reasons I've given above, my final decision is that AXA has now made a fair offer of settlement.

I direct AXA Insurance UK Plc to pay Mr and Mrs R total compensation of £500 (less any compensation amount it's already paid.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 13 July 2023.

Lisa Barham  
**Ombudsman**