

## **The complaint**

Mr and Mrs J complain about how AXA PPP Healthcare Limited ('AXA PPP') handled a travel insurance claim relating to a medical emergency abroad.

All references to AXA PPP include the agents appointed to administer claims on its behalf.

## **What happened**

Mr and Mrs J and their family are insured under a group travel insurance policy, provided by AXA PPP.

Unfortunately, while on holiday abroad, one of Mr and Mrs J's children became ill and was admitted to hospital. A medical escort was required to accompany Mr and Mrs J's child back to the UK and Mr and Mrs J asked AXA PPP to arrange this in time for them to travel on their original return flight. AXA PPP was unable to do this.

Following a delay by AXA PPP in securing a medical escort and booking the next available return flight, Mr J arranged and paid for a private aircraft to bring his child back to the UK. AXA PPP subsequently refused to reimburse Mr J in full for this cost but paid him a contribution of £4,000.

Mr and Mrs J had complained to AXA PPP about the delays in arranging repatriation while they were still abroad. They later complained about AXA PPP's refusal to reimburse the full cost of the private aircraft as well as about incorrect information AXA PPP had given them regarding whether their claim was being paid. AXA PPP looked into the complaint and paid Mr and Mrs J £250 compensation for the distress and inconvenience they'd experienced as a result of the incorrect information they'd been given.

As Mr and Mrs J remained unhappy, they brought the matter to the attention of our service. One of our investigators looked into what had happened and recommended that AXA PPP should pay Mr and Mrs J an additional £750 compensation. Neither party agreed with our investigator's opinion. Mr and Mrs J feel they should have the cost of the private aircraft refunded in full due to AXA PPP's errors and omissions. AXA PPP says an additional compensation payment of £300 would be fair and reasonable in the circumstances.

As no resolution was reached, the complaint has now been referred to me to make a final decision as the final stage in our process.

## **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 sorry to hear about what happened to Mr and Mrs J's child while abroad. This will no doubt have been a very stressful and worrying time for all the family. I'd like to assure Mr and Mrs J that I've considered all the information they've sent to our service – as well as that provided by AXA PPP – before reaching this decision.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. Insurers must also provide reasonable guidance to help a policy beneficiary make a claim and provide appropriate information on its progress. I've taken these rules, as well as what I consider to be good industry practice, into account when making my final decision about Mr and Mrs J's complaint.

The terms and conditions of the policy which Mr and Mrs J are insured under say that AXA PPP will pay for the cost of repatriation where it's medically necessary. As is common with all travel insurance policies on the market, decisions about the timing and manner of repatriation are for the insurer to make. When making repatriation decisions, I'd expect AXA PPP to rely on the available medical evidence (this includes the opinions of its own medical experts as well as those of the treating doctor) and act in the best interests of the patient, without any unreasonable or excessive delays.

However, falling seriously ill abroad will inevitably lead to a certain level of stress and inconvenience and it can take time for an insurer to make repatriation arrangements. An insurer is entitled to review the available medical evidence before making a repatriation decision. Any shortage of commercial flight availability is outside of an insurer's control, and it's not at all unusual for a travel insurer to use a medical escort network which is based in the UK and known to them, rather than using a network based abroad. The timescales in which a private company can arrange a private aircraft with a medical escort isn't necessarily a standard to which a travel insurer can reasonably be held.

It's not in dispute that the opinion of the medical experts in this case, from the outset, was that Mr and Mrs J's child should be repatriated with a medical escort. Mr and Mrs J were querying with AXA PPP from the day after their child's hospital admission what the repatriation plan would be. AXA PPP hadn't received the medical report from the hospital at this point, despite requesting it, and I think it would have been unrealistic to expect AXA PPP to start making a repatriation plan without sight of any medical evidence. AXA PPP warned Mr and Mrs J that it was very unlikely they'd be able to make arrangements for a medical escort to return on their original flight to the UK and I don't think AXA PPP's position in this regard was unreasonable.

When AXA PPP did receive the medical report the next day - two days after Mr and Mrs J's child's hospital admission - it said its medical opinion was that a period of stability was required before a return flight could be arranged. I don't think this was an unreasonable position for AXA PPP to take either, in reliance on the available medical evidence. AXA PPP explored the possibility of a train repatriation at Mr and Mrs J's request but this wasn't a viable option as the train couldn't divert in the event of an emergency. Up to this point, I can't fairly say that I'd have expected AXA PPP to anything more. I think AXA PPP clearly communicated with Mr and Mrs J how the repatriation process worked. The fact that this wasn't moving at a speed which Mr and Mrs J deemed acceptable doesn't mean that AXA PPP caused necessary delays.

However, AXA PPP didn't start to make enquiries about the availability of a medical escort until two days after it received the medical report - four days after Mr and Mrs J's child was admitted to hospital. I think AXA PPP could have acted sooner to attempt to secure availability. There were also delays by AXA PPP in booking flights, despite being warned that there was a high chance of these flights selling out. I'm satisfied that AXA PPP's delays had a substantial short-term impact on Mr and Mrs J during an already stressful time in a situation where it seems to have been generally agreed by all parties that it was in Mr and Mrs J's child's best interests to be repatriated to the UK as quickly as possible.

The repatriation plan which was ultimately suggested by AXA PPP wasn't from an airport of

Mr and Mrs J's choosing or with the airline of their choosing and involved a car journey for their child. This was because there was a lack of flight availability from their preferred airport, which was outside of AXA's control. While I accept the journey proposed by AXA PPP may have been uncomfortable for Mr and Mrs J's child, based on the information I've seen, I don't think the proposed route was medically unsafe or obviously unsuitable or unreasonable in the circumstances. However, I think it's more likely than not that AXA PPP would have been able to secure these flights on an earlier date if it had acted more quickly. So, I think AXA PPP's delays here also had a substantial short-term impact on Mr and Mrs J and their family.

AXA PPP had multiple opportunities – both verbally and by email – to tell Mr J that the cost of arranging a private repatriation wouldn't be covered under this policy if he chose to go ahead and book a private aircraft himself. AXA PPP failed to do this. If AXA PPP had done so then it's possible that Mr J may have taken different action, but I can't say with hindsight that this is more likely than not to have happened, or what any such different action is likely to have been or to have cost.

I understand that Mr and Mrs J will be disappointed with my findings in this regard but it wouldn't be fair or reasonable in the circumstances to direct AXA PPP to pay for the full cost of the private aircraft. A private air repatriation wasn't medically necessary and I'm satisfied that AXA PPP presented Mr and Mrs J with a reasonable repatriation plan after its initial delay. But, I think AXA PPP should pay additional compensation to Mr and Mrs J for its failure to warn them of the possible consequences of arranging a private repatriation.

AXA PPP has paid a £4,000 contribution towards the cost of the private aircraft. AXA PPP has said that it didn't need to pay this contribution, but I don't agree. I don't think the available medical evidence supports a conclusion that Mr and Mrs J's child was never fit to travel abroad. And, while AXA PPP is correct in saying that the policy doesn't cover expenses incurred after an insured person decides not to be repatriated by it, or costs which haven't been authorised in advance, AXA PPP would otherwise have been responsible for bearing the cost of this repatriation. So, I think it's fair and reasonable in the circumstances that AXA PPP step outside a strict application of the policy terms and conditions and pay Mr and Mrs J a contribution towards the costs they incurred to reflect the financial liability that AXA PPP would otherwise have had. AXA PPP has said this financial liability amounts to £4,000. So, I think it was fair and reasonable for AXA PPP to pay this amount as a contribution towards Mr and Mrs J's financial loss, but I don't think it's fair and reasonable to consider this payment as compensation for the impact of AXA PPP's failings on Mr and Mrs J.

AXA PPP has already paid £250 compensation in recognition of the inconsistent advice given about whether the claim would be paid. But I don't think this payment fairly compensates Mr and Mrs J and their family for the delay in arranging a medical escort and securing the next available flights, or for AXA PPP's failure to warn Mr J that the full cost of a private repatriation wouldn't be covered. I'm satisfied that it would be fair and reasonable in the circumstances for AXA PPP to pay Mr and Mrs J an additional compensation payment of £750 in recognition of the impact these issues had on them.

As a final point, Mr J has mentioned the cost of his calls to AXA PPP. These may be covered under the terms and conditions of this policy if Mr J wishes to present a claim to AXA PPP for it to consider.

### **Putting things right**

AXA PPP Healthcare Limited needs to put things right by paying Mr and Mrs J £750 compensation for the distress and inconvenience they experienced.

This is in addition to the payment of £250 compensation for distress and inconvenience which has already been made, and in addition to the £4,000 contribution towards the cost of the private aircraft.

AXA PPP Healthcare Limited must pay the compensation within 28 days of the date on which we tell it Mr and Mrs J accept my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

**My final decision**

I'm upholding Mr and Mrs J's complaint about AXA PPP Healthcare Limited in part, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 10 April 2024.

Leah Nagle  
**Ombudsman**