DRN-4786608

Financial Ombudsman Service

The complaint

Mr T is unhappy with the way in which Liverpool Victoria Insurance Company Limited ('LV') handled a claim made on his travel insurance policy – including the medical assistance he received whilst abroad.

All reference to LV includes its agents and the medical assistance team. And although Mr T is being represented by his son in this complaint, I've referred to Mr T throughout as he is the policyholder.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my decision.

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.

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

I have a lot of empathy for Mr T's situation. I accept that it would've been a very worrying and upsetting time for him and his family whilst he was abroad in a European country needing emergency medical treatment.

I know he'll disappointed but for reasons I'll go on to explain, I don't think LV needs to do anything more in this case to put things right. I'll explain why.

- The treating hospital provided a medical report dated 24 May 2023 which was partially written in English and partially in the local language. The report does reflect that Mr T "is stable enough to be transported back to the UK with medical assistance in a private flight. Help in transferring the patient from a wheelchair to a seat is need [sic]…"
- However, there's also an internal note made by the medical nurse reflecting a conversation with the treating hospital (via an interpreter). That says that the treating hospital didn't have any plans to currently discharge Mr T and that he'd possibly be fit to fly on 29 May 2023. It's also reflected that the treating hospital recommended an air ambulance. I'm satisfied in the circumstances of this case that despite the contents of the medical report dated 24 May 2023, LV acted fairly by not starting the process to repatriate Mr T at that time.
- The policy terms say (clause 7 of section D: emergency medical and related expenses) that "where medically necessary in very serious or urgent cases we'll use an air ambulance. We'll consult with the treating doctor and our medical advisors first". I've seen nothing which persuades me that at that stage it was medically necessary for Mr T to be repatriated by air ambulance. From what I've seen, it looks

like the treating hospital was commenting that the only way Mr T would be fit to fly back to the UK at that stage would be via air ambulance as opposed to it being medically necessary for him to be repatriated by air ambulance as they weren't able to treat him in the hospital abroad.

- I can of course understand why Mr T's family were keen to repatriate Mr T, given that the treating hospital's view that he was fit to travel back to the UK with conditions and by air ambulance/private flight. But at this stage, another reason why I'm satisfied LV didn't arrange repatriation to the UK was due to it not having received Mr T's GP report.
- Mr T says that the policy terms don't say obtaining GP medical records is a pre-requisite of covering a claim. However, it's common industry practice for an insurer to want to obtain the patient's medical history from their GP before verifying cover under the policy to see, for example, whether the patient had declared all medical conditions when taking out the policy and whether they'd been advised not to travel.
- Further, the policy terms also say at section D: "before we're able to make a payment, guarantee a payment or provide any cover under this section we may need to see your full medical history. How long this takes is largely dependent on your doctor. We need this information to confirm there are no pre-existing medical conditions that you haven't told us about, which would have changed the cover we would have provided had we known about them, or that are related or made you more likely to need the emergency treatment you have had to have".
- So, in principle, I think it was fair and reasonable for LV to want to review this information before verifying the claim.
- Even if I concluded that LV could've requested the information from the GP sooner – and could've more proactively chased for this information - on the balance of probabilities, I don't think this would've resulted in Mr T being repatriated to the UK more quickly than he was in this case.
- The GP didn't provide their report until after Mr T had already been repatriated back to the UK and GP surgery told LV that it could take 28 days for the GP to provide the information.
- I think it was fair and reasonable for LV to look into other options to repatriate Mr T on the basis that he was fit to fly. That included in this case, retrospectively screening the medical condition for which Mr T was taking medication but hadn't declared when taking out the policy to see whether that made a difference to whether the policy would've been offered – and if so, whether he would've been charged more for the policy at the time.
- And having concluded that the policy would've still been offered to Mr T I think it was fair to ask for the additional premium which would've been charged to be paid before making plans to repatriate Mr T back to the UK on the understanding that if the GP report, once received, contained other information which impacted cover, LV would be indemnified for the repatriation costs.
- Mr T says that LV should've taken the decision to retrospectively screen the medical condition he hadn't declared when taking out the policy earlier than it did. That way, he could've been repatriated to the UK sooner. However, I don't think LV acted unreasonably in the circumstances of this complaint by waiting to see if the GP did provide the medical report it had requested about Mr T's medical history. As I've said that's in line with usual industry practice. And given the initial advice from the treating hospital that Mr T wouldn't be fit to fly until at least 29 May 2023 (except by way of air ambulance), I don't think LV acted unreasonably by waiting until at least then to see if the GP report had been sent to it. And when it didn't receive it, to consider

retrospectively screening that medical condition to see if that made a difference to whether cover would've been offered and if so, at what additional cost – and to look into indemnity options.

- So, given the circumstances, the further checks LV reasonably needed to carry out, and that the weekend was approaching (which included a bank holiday Monday in the country Mr T had been visiting) I think it was reasonable for LV's medical team to agree with the treating hospital that they would speak with the treating doctor on 30 May 2024 to confirm that Mr T was fit to fly and to finalise repatriation plans.
- It's common for an insurer to want an up-to-date medical report from the treating doctor when finalising repatriation plans, in case there has been a deterioration in health or vital signs and a change in the patient's needs and these can be taken into account.
- On 30 May 2023, LV's medical team advised that Mr T remained fit to fly with conditions including a medical escort to assist him on his flight home. I think LV then acted reasonably promptly to put into effect the repatriation plan, including arranging a suitable medical escort and a flight back to the UK.
- Mr T also says that the treating hospital advised that medical rehabilitation was required, and he ought to have been referred to a rehabilitation facility. The treating hospital's report dated 26 May 2023 does recommend "subsequent healing treatment (rehabilitation)". However, there's nothing to suggest that this had to happen immediately or that the treating hospital couldn't provide this (or couldn't transfer him to a facility which could) if medically and urgently required. There's nothing to suggest in the medical evidence from the time that it was medically necessary for him to be repatriated to the UK for rehabilitation to start.

LV does accept that there were times when it asked for information from Mr T's son which had already been provided. I can see why this would've been frustrating and upsetting.

However, Mr T's son isn't the policyholder or beneficiary of the policy and so isn't party to the contract of insurance between Mr T and LV. As such, he isn't an eligible complainant who can bring a complaint to the Financial Ombudsman Service about the way he was treated by LV and I have no power to direct LV to compensate him directly for the impact of LV's error in this respect. However, LV has paid £200 compensation to reflect the impact of its errors during a difficult time which I was pleased to see.

Finally, I acknowledge that I haven't responded to every point Mr T has made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I've considered everything provided by the parties, but I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

My final decision

I don't uphold Mr T's complaint.
Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 August 2024.

David Curtis-Johnson
Ombudsman