

## **The complaint**

Ms C and Mr C are unhappy with the assistance Ms C received from Red Sands Insurance Company (Europe) Limited under their travel insurance policy, after she was injured abroad.

As this complaint relates to Ms C's injury, I've referred to her throughout. And all reference to Red Sands includes its medical assistance team.

## **What happened**

Ms C was abroad, on holiday, when she injured herself. She was taken to hospital and sought assistance from Red Sands.

Ms C needed urgent surgery and rather than have this in the country she was visiting, she wanted Red Sands to arrange for her to be repatriated back to the UK for an operation. Red Sands said she was able to have the operation in the country she was visiting and ultimately didn't agree to her being repatriated by air ambulance. It said it would be withdrawing cover as she wasn't following medical advice.

Ms C ended up having surgery abroad and ultimately, arranged her own flights back to the UK. Red Sands declined to cover the costs of her flights back to the UK. It concluded that had Ms C had surgery abroad when first offered she would've been fit to fly back to the UK on her scheduled return flights.

Unhappy, Ms C complained to the Financial Ombudsman Service. Our investigator looked into what happened and partially upheld Ms C's complaint. He recommended Red Sands to:

- reassess the claim for additional travel expenses incurred by Ms S as a result of the injury she sustained whilst abroad;
- consider a claim for the hospital benefit; and
- pay Ms C £200 compensation for the distress and inconvenience of having to arrange her own flights home after surgery.

Red Sands disagreed and raised points in reply. These didn't change our investigator's opinion 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.

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

## **The relevant policy terms**

The emergency medical and repatriation expenses section of the policy terms says Red Sands will pay:

...necessary emergency expenses (that are payable within six (6) months of the event that causes the claim resulting from your death, injury, or illness) for:  
additional travel, accommodation, and repatriation costs to be made for, or by, you  
...where it is deemed medically necessary following emergency treatment.

Repatriation is defined as:

medically necessary evacuation to return home...

This section of the policy also says:

If you do not follow...the advice and recommendations of the 24/7 assistance team your claim may be rejected or not paid in full.

Under the sub-heading, "repatriation (important considerations for bringing you home)" it says:

Air Ambulances are 'flying intensive care units' and are only used to transport critical patients to a hospital in the United Kingdom if treatment is not possible where they are.

The policy also provides for a hospital benefit. It says:

We will pay up to the amount shown in the schedule of cover for: each full 24-hour period that you are in a public hospital abroad as an in-patient during the period of the trip in addition to the fees and charges.

The policy terms also contain general conditions and exclusions applying to all sections of cover. It says:

You are not covered under any section, unless specified, for any of the following circumstances:

17. if you chose not to adhere to the medical advice given

### **Not agreeing to arrange repatriation by air ambulance**

I'm satisfied that Red Sands acted fairly and reasonably by not agreeing to cover the costs of Ms C being repatriated to the UK for surgery.

The medical evidence supports that the surgery she needed could be undertaken in the country that she was visiting and that she was offered the operation shortly after being admitted to the hospital, which was in line with good medical practice for the type of injury Ms C sustained. I've seen nothing which persuades me that it wasn't medically safe for her to have the surgery in the country she'd been visiting.

Given the type of injury Ms C sustained, I think it's fair and reasonable for Red Sands to have concluded that Ms C would've needed to be repatriated by air ambulance rather than on a commercial flight.

Whilst I understand why Ms C preferred to have the operation in the UK, the policy terms say that air ambulances are only used to transport critical patients to a hospital in the UK if treatment is not possible where they are. I find that Red Sands has fairly relied on the policy terms to conclude that Ms C could have the treatment she needed where she was and so, she didn't require an air ambulance.

### **Not covering the cost of the return flights to the UK**

In its final response letter, Red Sands concluded that had Ms C accepted the offer of surgery in the country she'd been visiting immediately when offered, she would've been fit to fly on her scheduled return flight back to the UK. So, as it was Ms C's decision to delay her surgery, Red Sands said it wouldn't cover the costs of booking alternative return flights.

I'm satisfied that Red Sands hasn't acted fairly and reasonably in the circumstances of this case by declining the costs of the return flights. That's because:

- It's reflected in Red Sands' contact notes that the medical advice was that most patients would be able to travel post operatively within 5-15 days of travel (although many factors could affect this).
- Ms C was scheduled for an operation on 23 June and her scheduled return flight was six days later, on 29 June 2023.
- Ms C was deemed fit to fly on 6 July 2023, six days after the date of the actual surgery date. So, it's possible, using the same timeframe, that Ms C might have been fit to fly on her scheduled return flight.
- However, as she was scheduled for surgery shortly after admission, I don't think it was unreasonable for Ms C to want to initially explore with Red Sands the possibility of her returning to the UK for surgery before it went ahead in the country in which she was staying. The contact notes reflect that Ms C was concerned because staff at the hospital didn't speak English, she wasn't being provided with nursing care, she hadn't been provided with water and felt that staff had been "slightly rough" with her.
- I'm satisfied there's always likely to have been a delay to the operation and it wouldn't have gone ahead on 23 June 2023 whilst Red Sands considered Ms C's request to be repatriated for surgery and until its agents had confirmed that the treating hospital could meet Ms C's clinical needs, which happened a few days later.
- So, I find that it wasn't unreasonable for Ms C to decline the first scheduled operation slot. And even if the operation went ahead a few days later and before Red Sands withdrew cover on the basis that Ms C was acting against medical advice at that stage, I find that it's unlikely on the balance of probabilities, that Ms C would've been fit to fly in time for her to travel back to the UK on her scheduled return flight.

In response to our investigator's view, Red Sands has also said that because it had withdrawn cover, and in line with the exclusion 17 of the general exclusions in the policy, it wasn't required to cover any claim for the return costs home.

However, I've considered the contact notes and if Ms C required a nursing escort on the return flight Red Sands said it would cover that expense as that's a cost it would've still covered if Ms C had been able to travel back to the UK on her scheduled return flight.

The contact notes also reflect that Red Sands wasn't covering the cost of the alternative return flight because Ms C could've, on its case, returned to the UK on the scheduled return flight. I've set out above the reasons why I disagree with that and had Ms C agreed to surgery in the country she was staying before cover was withdrawn, I'm satisfied that Red Sands would've been responsible for the cost of the return flights. So, as this is an expense

it would've been responsible for under the terms of the policy, I don't think it would be fair and reasonable for it to rely on exclusion 17 to decline covering this cost in the circumstances of this case.

When making this finding, I've taken into account Red Sands' point that though cover was withdrawn, it was right for it to provide non-financial assistance to Ms C and that's what they were doing. However, I'm satisfied from reading the contact notes, that it was also considering offering financial support if Ms C required medical assistance on the flight home, so I'm not persuaded by that point.

### **Other issues**

As the policy provides a hospital benefit for each 24 hours Ms C spent in hospital as an in-patient, I'm satisfied that Red Sands should assess a claim for this benefit taking into account the number of days she was in hospital and what's fair and reasonable.

I'm also satisfied that Ms C was left in the position of having to arrange her own flights back to the UK. I accept that this put her to unnecessary inconvenience at a time when she was recovering from surgery and would've been upsetting. I'm satisfied Red Sands should pay £200 compensation to her to reflect the impact this had on her.

### **Putting things right**

I direct Red Sands to:

- A. reassess the claim for the repatriation/travel costs incurred by Ms C in line with the remaining terms of the policy (and legal obligations Ms C was under when applying for the policy and answering questions about her medical history and lifestyle), on the basis that they are covered under the emergency medical and repatriation expenses section of the policy and not excluded under general exclusion 17.
- B. consider a claim for the hospital benefit under the emergency medical and repatriation expenses section of the policy.
- C. pay Ms C £200 compensation for distress and inconvenience.

### **My final decision**

I uphold this complaint to the extent set out above and direct Red Sands Insurance Company (Europe) Limited to put things right as set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C and Mr C to accept or reject my decision before 17 December 2024.

David Curtis-Johnson  
**Ombudsman**