

## **complaint**

Mr and Mrs A have complained about the service they received from AXA Insurance UK Plc under their travel insurance policy when Mrs A became ill abroad.

## **background**

Mrs A had travel insurance through her bank account through which Mr A was also insured for this trip. Whilst on holiday abroad for a special occasion, unfortunately Mrs A had a stroke and was hospitalised. Mr A contacted AXA's assistance team and is very unhappy with the service it provided. He says that AXA's communication was poor, it delayed in arranging rehabilitation facilities and, most importantly, AXA had put him under pressure to agree that Mrs A could be repatriated to the UK when the treating doctor had said that Mrs A was not fit to fly. AXA had told him that either Mrs A could be repatriated immediately or it would provide cover for two additional weeks then repatriate on the basis that if Mrs A's condition deteriorated it would not be liable for costs from that point.

AXA accepted that it had provided a poor service and offered £450 compensation. Mr and Mrs A complained to this service.

The adjudicator recommended the complaint be upheld. He considered that AXA's service had been unacceptable. The adjudicator considered that AXA should pay an additional £1,000 to its offer of £450 for the trouble and upset it had caused. AXA revised its offer to £1,000.

Mr and Mrs A believe that neither sum is adequate compensation. As there is no agreement the matter has been referred to me for a decision.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The issue I need to decide is whether AXA's offer of £1,000 compensation for the trouble and upset caused by its poor service is a reasonable offer.

Mrs A's serious illness meant she and her husband were in a highly distressing situation and AXA's errors added substantially to their trouble and upset. In assessing compensation for trouble and upset caused by poor claims handling, I take account of the original errors made by the insurer, the efforts taken (if any) to rectify the errors, the length of time before the problem was corrected and the actual impact on the claimant.

It is important to note that AXA did not act completely contradictory to medical advice when it advised Mr A of the terms under which it was willing to continue cover. Mrs A's neurologist told AXA that it was safe to arrange for Mrs A's repatriation by air ambulance at that time but that it was best for her to remain where she was for another two weeks. So AXA did not completely disregard medical opinion when it put its proposal to Mr A.

However, the neurologist did tell AXA that she/he was no longer Mrs A's treating doctor. When Mr A's response to AXA's proposal was that immediate repatriation was contrary to the new treating doctor's advice, it would have been reasonable for AXA to give Mr A sufficient time to speak to that doctor and for it not to press him for a response to its proposal

until it had spoken to the treating doctor to clarify if Mrs A was fit to fly. That was complicated by the doctor not being available for a couple of days and, from AXA's case notes, she/he initially confirming to AXA that she/he would agree with the neurologist's opinion. But Mr A was clear to AXA that the treating doctor has given him different advice. Rather than contacting the treating doctor for clarification AXA did press Mr A for a decision about repatriation and told him that if he did not agree the air ambulance transfer that day the cover would 'be cut'. AXA's case notes detail that Mr A was very upset at being told he had to make a decision without the chance to clarify matters with the treating doctor. When Mr A arranged for the treating doctor to speak to AXA she/he confirmed that she/he did not agree with Mrs A's immediate repatriation and that it should be postponed for several days.

I have no doubt that a very stressful situation for Mr and Mrs A was made substantially worse by AXA's actions around the repatriation arrangements. In addition, there was a delay of a couple of days in AXA arranging rehabilitation facilities and incidences of Mr A asking for updates from AXA which did not happen throughout the claims and the complaints process. Mr A says that whilst Mrs A was in intensive care AXA asked to speak to her which not only greatly upset him but showed that AXA failed to understand the severity of her condition. Although AXA had taken responsibility for the medical costs Mrs A's family continued to receive debt collector's letters for some of those costs at least nine months later. All these issues added to Mr and Mrs A's distress.

Mr A says that when Mrs A returned to the UK she developed a new condition possibly related to her brain surgery. He believes this condition was brought on by her early return. I have not taken this into account in assessing the level of compensation as there is no medical evidence to support his suggestion. Even if there was, as AXA repatriated Mrs A at a time which was approved by the rehabilitation treating doctor it would not be reasonable for me to say that AXA was responsible.

Overall, I agree that the adjudicator's recommendation of £1,450 compensation in total is an appropriate sum for the substantial trouble and upset that AXA's actions caused. I appreciate that Mr and Mrs A will be disappointed with this sum but having taken all the circumstances into account I consider that is a fair and reasonable sum.

### **my final decision**

My final decision is that I uphold this complaint.

I require AXA Insurance UK Plc to pay Mr and Mrs A £1,450 in total for the trouble and upset caused by its poor service.

I make no other award against AXA Insurance UK Plc.

Nicola Sisk  
**ombudsman**