

### **complaint**

Mr and Mrs L have complained about the handling of their medical expenses claim under their travel insurance policy with AXA Insurance UK Plc, saying it caused Mrs L an exceptional amount of distress and suffering.

### **our initial conclusions**

The adjudicator considered that AXA Insurance UK Plc (“AXA”) should increase its offer of compensation to £10,000 in view of the highly unusual circumstances surrounding the repatriation. He was particularly concerned that Mrs L was left with an open head wound and a spinal fluid leak; that her recovery had been compromised by the failure to return the broken skull fragments with her; the fact that she was repatriated to a hospital in the UK which was unable to treat her; and the neurological deficit that continued to affect her. AXA did not agree with the adjudicator. It maintained that it had followed protocol and had to arrange repatriation to the nearest local hospital in the UK. Its offer of £2,000 was appropriate in the circumstances.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs L and AXA have provided. It is clear that Mrs L sustained a very serious injury. AXA had no responsibility for the pain and suffering caused by the injury/ It was liable only for medical and associated expenses, including repatriation. It is entirely plain that the repatriation was badly managed. I have no doubt that there were serious shortcomings which contributed to Mrs L’s long-term disability, in addition to causing her an exceptional degree of distress and inconvenience. This is a very unusual set of circumstances and I agree with the adjudicator that an award of £10,000 is appropriate and is comparable to the amount likely to be awarded by any court.

**It is my final decision that AXA Insurance UK Plc should pay Mr and Mrs L £10,000 compensation for distress and inconvenience.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs L either to accept or reject my decision before 11 February 2014.** *Reidy Flynn*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.