

### **complaint**

Mrs V has complained about the handling of her travel insurance claim by AXA Insurance UK Plc (“AXA”), saying she was not fit to fly when it decided to terminate the policy; and its failure to settle her bills caused her distress and inconvenience.

### **our initial conclusions**

The adjudicator was not satisfied that AXA had sufficient evidence when it concluded Mrs V was fit to fly. He recommended that it pay the balance of her medical and associated expenses until the date it repatriated Mrs V and should also increase its compensation offer by £400. AXA did not agree with the adjudicator. It stated that all Mrs V’s treating doctors except one confirmed she was fit to fly on the date it chose; and the other doctor confirmed subsequently that there was no medical reason for delaying Mrs V’s repatriation.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything provided on behalf of Mrs V and AXA. The only issue concerns the confirmation by Doctor A, Mrs V’s lead doctor, that she was fit to fly. AXA did not speak to Doctor A before concluding that Mrs V was fit to fly. Whilst it was aware that Mrs V was due to see him again three weeks later, it concluded that she could see a consultant in the UK instead. Doctor A subsequently said there was no medical reason to delay repatriation, but he also said in the same call that he had thought it might be unsafe for her to travel at that time. This supports the family’s evidence that Mrs V was told to delay her repatriation. I therefore agree with the adjudicator that AXA did not have sufficient evidence at the time it decided to terminate cover on the grounds that she had refused repatriation. As to the overall handling of the claim, it was not satisfactory. I agree with the adjudicator that AXA’s payment of £100 was not sufficient in the circumstances and should be increased by £400.

**It is my final decision to uphold the complaint and to make the award detailed overleaf.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs V either to accept or reject my decision before 2 July 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**

It is my final decision that AXA Insurance UK Plc did not handle Mrs V's claim correctly.

I require AXA Insurance UK Plc to meet the balance of Mrs V's claim until her final repatriation.

I also require AXA Insurance UK Plc to add interest to any claim payment made by Mrs V calculated from the date any such payment was made until the date of settlement, using the gross annual rate of 8% simple or any higher rate actually paid (subject to proof of payment) less tax if properly deductible.

I further require AXA Insurance UK Plc to pay Mrs V an additional sum of £400 as compensation for distress and inconvenience due to its poor handling of her claim.

I make no other award against AXA Insurance UK Plc.

### **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.