

complaint

Ms S, who is represented by her son, is unhappy with the arrangements for her repatriation to the UK by her travel insurer, Union Reiseversicherung AG, after an accident on holiday

All references to URV include the agents it has appointed to handle claims.

background

In late 2017, Ms S had an accident on holiday and suffered a serious, life changing injury.

She was initially treated in a local hospital that specialised in the type of care she needed. She had an operation to stabilise her condition and in line with her travel insurance policy terms, contacted URV.

URV made arrangements to repatriate Ms S to continue her treatment in the UK.

Ms S and her son are unhappy that the type of repatriation arranged by URV, a land transfer, was against their wishes and the advice of the treating doctor. They'd like compensation for the stress they experienced and for the amount of time Ms S was in transit back to the UK. Ms S and her son believe she should have been repatriated by air ambulance which would have taken less time and they say, more suitable for her needs.

URV say that the land transfer, by ambulance with specialist nursing support, was the most appropriate option available. In conversations with Ms S and her son, it explained that, in its opinion, air ambulance transfers can carry additional risk, most notably because of turbulence, the risk of sudden loss of cabin pressure and the risk of the pilot suddenly aborting the take off. It also referenced statistics for air ambulance crashes and reliability.

URV also say that Medical Practitioners' Tribunal Service recently reviewed their doctor's handling of this transfer and did not find any aspects of their doctor's "...*involvement in the case fell below the expected standards*".

Our investigator reviewed the complaint and in her opinion, URV hadn't handled things as well as it could have. She made clear it's not our service's role to reach medical conclusions about Ms S's injury or decide the best method of repatriation. But she wasn't satisfied, based on the evidence she'd seen, that the land transfer was the only and safest way to repatriate Ms S. Having listened to the calls between URV's doctor and Ms S and her son, she also concluded that Ms S was really worried and distressed by the idea of a lengthy overland repatriation. As a result she awarded Ms S £2,000 for the trouble and upset she'd experienced. She did not award Ms S's son any compensation as he is not an insured party.

URV, Ms S, and her son disagree with the outcome reached by our investigator.

Ms S's son has said the level of compensation awarded doesn't sufficiently recognise the distress Ms S experienced.

URV considered our investigator's opinion "*primarily focussed on the medical suitability of the repatriation, rather than the terms of the contract of policy or customer service provided*". It's also said that it's not for this service "*to reach any medical conclusions in relation to Ms S's injury or the best method of repatriation for her type of injury*".

And so the case has been passed to me for final determination.

my findings

repatriation arrangements

Ms S's policy includes cover for repatriation. The information in the policy documents about repatriation is limited, but does not suggest the type of repatriation can be decided by the insured or their family. The policy says –

In-patient treatment

Your case may be referred to one of the doctors on the team who will, if necessary, contact you to ascertain the exact nature of your injury or illness and then put in place the appropriate strategy to ensure that you receive the correct treatment and, if required, advice on your repatriation.

The policy goes on to say

"... Our 24 hour emergency assistance service doctors are experts in aviation medicine, and the decision as to when it is safe for you to fly home should be left in their hands".

So I cannot say Ms S had a right to choose to be repatriated by air ambulance. But I think it's reasonable for a consumer to expect repatriation arrangements to meet their medical needs and to take a reasonable account of the time and distance involved. In an ideal situation, all parties involved in the discussions about repatriation arrangements would reach a consensus on the way forward.

From the information I've seen the treating doctor overseas, after a call with URV's doctor, agreed that a land transfer of 16 hours was acceptable providing a specialist nurse was in attendance. The overseas doctor initially assumed the transfer would be by air ambulance but changed her mind during the call when URV's doctor talked about the risks of air transfers including three cases where passengers suffered cervical fractures due to turbulence, problems with incomplete oxidation of gasoline or kerosene, and issues associated to accelerations and vibrations.

Several weeks after her accident, Ms S was repatriated to the UK. I've seen information which shows that at this time, URV's doctor considered it safe to repatriate Ms S by commercial aircraft. But a few days later, that decision changed. In the interim a discussion had taken place between URV's doctor and the receiving doctor in the UK. My understanding is that the receiving doctor, at a specialist hospital in the UK, instructed URV's doctor to transfer Ms S by air ambulance; a flight time of approximately 90 minutes. Two days later Ms S was repatriated by land ambulance; a transfer that took about 18 hours.

The information I've been provided with by URV suggests that a transfer by commercial flight was not considered appropriate at that time by URV's nurse due to Ms S's "*continuing pain inability to sit for any length of time, significant neuropathic pain*" and concerns regarding Ms S's toileting needs.

In terms of Ms S's difficulty with sitting, a bed to bed transfer by air ambulance would seem, in all the circumstances of this complaint, to be a reasonable alternative. I haven't seen anything to suggest that toileting care cannot be managed in those circumstances, for what would have been a relatively short period of time. Information published by the Civil Aviation Authority says "*Where necessary, even passengers who require specialist in-flight medical care up to intensive care level can usually be transported by air ambulance*" so I can understand why Ms S and her family are finding it difficult to understand why the option of an air transfer wasn't made available if the only difficulty with a commercial flight was Ms S's ability to travel in a sitting position. And the suggestion to repatriate Ms S by commercial aircraft would suggest URV's concerns about the risk of an air transfer were less pronounced.

I've been provided with a copy of the Medical Practitioners' Tribunal Service report into Ms S's transfer, part of which was introduced to this service by URV. This report includes criticism of URV's doctor and in particular, includes an expert's opinion about the disadvantages of a land transfer including the limited space, the need for frequent stops and prolonged travel time. The expert commented that the method used to repatriate Ms S wasn't the method he would have chosen. The expert went on to describe some aspects of the case handling as "*borderline level of acceptable for a reasonably competent consultant*". He also commented on the communication between URV's doctor and Ms S and her family saying "*it would [have been] prudent to give a succinct outline of risks versus benefits of his method of repatriation and treatment plan before going into the realms of air crash statistics*". The Medical Practitioners Tribunal Service decided there was insufficient evidence to pursue a formal investigation into medical negligence against URV's doctor - but the test to establish medical negligence isn't something for this service to consider. We must follow our rules and not be guided by the decisions of other organisations.

The method of repatriation including the time it took for Ms S to travel back to the UK is a significant part of Ms S's complaint. URV's position is that decisions about repatriation are the domain of the clinical teams involved but the evidence provided to demonstrate URV's doctor had taken Ms S's specific needs into account when deciding arrangements for her return home are something I've considered in the overall circumstances of this complaint. Our remit is to consider a complaint, and reach a fair and reasonable outcome based on the individual circumstances and the evidence provided by the parties involved. In this case, I haven't seen sufficient evidence that persuades me an 18 hour transfer by road ambulance was more appropriate than a short flight by air ambulance.

customer service

As part of my review, I've listened to some of the calls between URV's doctor and Ms S's son, one of which also includes a short conversation between URV's doctor and Ms S.

One of the calls I listened to lasted just under an hour. Ms S and her son had little opportunity to speak and were faced with a barrage of statistics that, in my opinion, bore little relevance to Ms S's specific repatriation needs or arrangements. For example, included in one call was a lengthy discussion about the risks associated with riding a motorcycle and the physical properties of party balloons. URV's doctor also made comments which strongly suggest his aversion to air ambulance transfers in any circumstances. This would suggest his approach isn't necessarily fairly balanced in terms of decisions about the methods of repatriation available.

And on one occasion, when Ms S's son probed further about the risks associated with air ambulance repatriation that were being quoted to him, he was told quite abruptly by URV's doctor that the family were free to make their own arrangements and claim for the costs, although this likely meant the family would not have received a full refund as URV would only reimburse the costs it would have had to pay. Ms S's family have said they couldn't afford to meet the significant costs involved.

I'm satisfied this type of communication would have made an already difficult situation significantly worse.

Based on everything I've seen, I consider URV could have done significantly more to support Ms S and her family in these circumstances. In particular the calls between URV's doctor, Ms S and her son are difficult to listen to. The calls are lengthy focus heavily on the risks of air ambulance repatriation while at the same time, appearing to minimise the risk associated with a lengthy overland transfer. URV hasn't been able to provide any statistical evidence in support of what was said during these calls.

In my opinion the contact with URV's doctor is likely to have increased Ms S and her family's feelings of isolation and vulnerability. Due to the nature of the comments made, I don't consider it appropriate to include specific details here, but I have been in contact with URV directly to raise my concerns; my decision reflects the impact of these conversations on Ms S.

Ms S was already in a vulnerable situation having suffered a significant, life changing injury. The FCA, in their 'Approach to Consumers' (July 2018) considers the definition of vulnerability as '*someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care*'. I can understand why Ms S and her family are unhappy with the level of care offered by URV at this very difficult time.

Taking everything into account, I'm not satisfied Ms S received the level of service she's entitled to expect, especially at a time when she was in a vulnerable situation.

I appreciate Ms S and her family don't consider the level of compensation awarded by our investigator fully recognises the difficulties they faced. I understand their position and appreciate the very upsetting and challenging situation they found themselves in. But based on everything I've seen, I consider an award of £2,000 – which is in the 'severe' range for our service – recognises the poor service Ms S received at this difficult and worrying time.

my final decision

My final decision is that I uphold this complaint and direct Union Reiseversicherung AG to pay Ms S £2000 for the trouble and upset she's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 25 July 2019.

Sian Brightey
ombudsman