

The complaint

Mr C has complained about the way AWP P&C SA ('AWP') handled his claim.

What happened

Mr C had a travel insurance policy underwritten by AWP. He travelled abroad in 2020 but unfortunately became unwell and was hospitalised in late 2020.

Mr C was discharged to recover in his accommodation rather than the hospital as a result of the risks associated with the Covid-19 pandemic. Mr C had to return for further treatment and was told he would need a second operation.

AWP covered the claim for Mr C's initial treatment but said that his second operation wasn't urgent and so could be done in the UK. It said it would repatriate Mr C but he didn't want to return due to the risks of contracting Covid-19 whilst travelling, and of developing complications (DVT). He would also have had to quarantine in a hotel on his return to the UK which would cost £3,000. And the NHS wouldn't be able to operate until 2023 due to the backlog. As Mr C didn't agree to repatriation, AWP ended cover. Mr C said his treating doctor had said he wasn't fit to fly but AWP had ignored this.

Mr C complained to AWP and unhappy with its response, referred his complaint to this Service.

Our investigator looked into the complaint and didn't think AWP had handled the claim properly and recommended payment of any outstanding costs, benefit, plus interest and £150 compensation.

AWP didn't respond and Mr C said, in summary:

- He couldn't wait for the NHS and so has had his treatment privately.
- AWP wanted to save money and ignored his treating doctor's advice not to fly.

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

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.

Having done so, I think this complaint should be upheld. And largely for the same reasons as already explained by the investigator.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms confirm what is covered under the emergency medical, repatriation and associated expenses. It says:

“The insurer reserves the right to repatriate you to your home country when in the opinion of the medical emergency assistance service you are fit to travel.”

It also confirms in-patient may be payable:

“In addition to the cost referred to above the insurer will also pay up to the amount shown in the ‘Schedule of cover’ applicable...for each complete 24-hour period you are admitted to hospital outside your home country.”

The policy confirms what isn't covered:

“Any form of treatment or surgery which in the opinion of the doctor in attendance and the medical emergency assistance service can reasonably be delayed until you return to your home country.

Any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your home country after the date when, in the opinion of the medical emergency assistance service, you should have done so.”

Treatment costs

AWP provided a guarantee of payment for Mr C's medical treatment so presumably it paid costs directly to the hospital.

Mr C says he paid some initial costs himself when he was first admitted and it isn't clear whether AWP has reimbursed him. And so AWP should reimburse Mr C for any costs he paid for his initial treatment, plus interest, if it hasn't already done so.

AWP should also pay any applicable in-patient benefit directly to Mr C, in line with the terms and conditions of the policy, if it hasn't already done so.

Mr C also says he paid for his follow up treatment privately in the UK. But this isn't something which is covered under the terms of the policy. So I won't be asking AWP to pay any of these costs.

Repatriation

Mr C says his treating doctor advised him not to fly for three months. AWP said as Mr C had an ongoing medical problem, it would be more appropriate for him to have treatment on the NHS in the UK for the following reasons:

- Mr C's second operation wasn't emergency treatment.
- AWP's medical teams' recommendations were made in line with the International Transport Association's (IATA) medical standards relating to DVTs, emboli and anti-coagulation.
- Independent expert advice was also sought from a specialist in bleeding disorders and anti-coagulating medication – their opinion was that Mr C was fit to fly.
- The treating doctor said his comments were purely recommendations.
- Its final recommendations were for Mr C to travel Business class to allow extra room, a doctor would have escorted, compressions stockings would be supplied along with

anti-coagulants and oxygen as necessary.

Taking all of the above into consideration, I don't think AWP's decision to repatriate was unreasonable. Although the treating doctor recommended that Mr C didn't fly, he did confirm that these were just his recommendations. And I am satisfied that AWP sought advice and reviewed the relevant guidelines before confirming their decision to repatriate.

Understandably, Mr C didn't want to take any risks and decided not to return to the UK but in that case, AWP confirmed it would end its cover. I don't think that was an unreasonable decision to make. As AWP clearly explained that it wouldn't continue cover if Mr C refused to return to the UK, it was entitled to end cover as set out in the policy terms and conditions.

Additionally, the second operation wouldn't be covered under the terms of the travel insurance policy as it wasn't emergency treatment. I appreciate Mr C says his treatment would be delayed in the UK but that doesn't make the treatment abroad eligible under the terms of the policy.

Mr C is unhappy that AWP said he was using the policy like a private medical insurance (PMI) policy – but I think AWP were trying to explain how his travel insurance policy was different to a PMI policy and that only emergency treatment would be covered. So I don't think AWP did anything wrong by explaining this to Mr C.

Customer service issues

As set out in the investigator's view, AWP delayed unreasonably in confirming cover at the outset. And also didn't always provide updates as promised for which I agree £150 compensation is fair and reasonable in all the circumstances.

Mr C feels discriminated against and whilst I can understand why he feels that way, I haven't seen any evidence that AWP acted in a discriminatory manner. I'm satisfied that it acted within the policy terms and conditions.

My final decision

For the reasons set out above, I uphold this complaint and direct AWP P&C SA to:

- Reimburse Mr C for any medical costs he paid directly (if it hasn't done so already), until the date it withdrew cover, plus 8% simple interest per year from the date Mr C paid, to the date of settlement.
- Pay any applicable in-patient benefit, plus 8% simple interest per year, from the date of claim, to the date of settlement.
- Pay Mr C £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 December 2022.

Shamaila Hussain
Ombudsman