

The complaint

Mr and Mrs I are unhappy with the assistance they received from Aviva Insurance Limited when they claimed on their travel insurance policy.

What happened

Mr and Mrs I were on holiday when Mrs I sustained serious injuries to her wrist and ankle. She needed to be repatriated to the UK for surgery.

Mr and Mrs I are unhappy with the communication they received from Aviva and the assistance they received during her return to the UK. That included support with various transfers they needed, issues with the seats that had been booked on the flight and assistance at the airport. Following the flight, Mrs I experienced swelling in her injured leg which she says, in summary, caused delays to the surgery and her overall recovery. They complained to Aviva.

Aviva offered Mr and Mrs I a total of £500 compensation. Aviva accepted that they were fully responsible for a three hour delay at the airport on Mr and Mrs I's return to the UK. And they accepted they were partially responsible for the delay to surgery. They later increased their offer to £700 compensation. Unhappy, Mr and Mrs I complained to Aviva.

Our investigator looked into what had happened and upheld the complaint. He thought £1000 compensation more fairly reflected the distress and inconvenience Mr and Mrs I had experienced.

Aviva accepted the investigator's findings. Mr and Mrs I asked an ombudsman to review their complaint. In summary, they didn't think the award fairly reflected the level of distress caused, the risk to Mrs I's immediate health and the longer term impact of their experience. They thought a total of £1500 compensation would more fairly acknowledge the short and long term mental and physical anguish they'd be caused. So, I need to make a 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.

It's clear from Mr and Mrs I's testimony that this was a distressing experience and I've found what they've said about the physical and mental impact upon them to be credible and compelling. In reaching my decision I've taken into account what Mr and Mrs I have told us about the short and long-term impact of their experience. Whilst I've taken all of their comments into account, I'll focus on what I think are the key issues which are relevant to the outcome of the complaint.

The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. I'm upholding this complaint, but I think the £1000 compensation offered is fair and reasonable for the reasons I'll go on to explain.

Communication

Mr and Mrs I would like Aviva to introduce a new strategy to update consumers in vulnerable situations. Every case is different and the level of communication which is appropriate will usually depend on the circumstances surrounding the claim. My role is to consider the individual circumstances of this complaint and the impact on Mr and Mrs I.

Mr I was initiating much of the contact with Aviva. I think it would have been helpful if Aviva had managed his expectations about timescales and how the repatriation would progress. I think this would have alleviated some of Mr and Mrs I's worry at a difficult and upsetting time.

But Mr I was keeping Aviva updated about the medical situation and so I don't think it was necessary for Aviva to contact them every few hours. Mrs I was also stable and had received the initial medical treatment she needed. Overall, I don't think the level of communication between Aviva and Mr and Mrs I was unreasonable.

Booking seats on the flight

Aviva booked three seats for Mrs I so that she could elevate her leg. The seats booked meant that two of the three seats were separated by an aisle. Aviva said the air crew would be able to move the other passengers around. Unfortunately, the passenger concerned refused to move and so Mrs I was moved to another row where there were three seats available.

I can see that Mr I was made aware of the seating arrangements and accepted them. I also note it was proving difficult to source flights with the required number of seats. Mr and Mrs I were travelling in at a busy time of year for travel and I can see that Aviva were trying to locate routes and options which were convenient for Mr and Mrs I. I don't think this was in Aviva's control.

I've taken into account what Mr and Mrs I have said about another row of seats being available when they boarded. However, I've not seen evidence to suggest that this seating option was available to Aviva when they booked Mr and Mrs I's flight. There are a number of possible explanations for that row being available, including late cancellations, no-shows and the practice of 'holding' seats for airline or medical assistance use.

Assistance at the airport

It's clear from the various enquires that Aviva made that they requested airport assistance for Mrs I. Unfortunately, Mrs I had to wait on the plane for an hour as there was no wheelchair or trained staff. She also had to move to a vehicle and needed help from her husband to do so. And it took around two hours from the time the plane landed to get through the airport.

Based on the available evidence I'm not persuaded that the lack of assistance at the airport, and the delay in providing it, were down to a failing by Aviva. The assistance had been requested and Aviva isn't responsible for the delivery of the service. So, I don't think I can fairly say this was something that was under their control or influence in this case.

Transfer from the airport to the hospital

It's accepted by Aviva that there were failings in the level of support and assistance offered on arrival. In particular, Aviva agrees that when Mrs I landed in the UK they'd not booked an ambulance to collect her. They'd tried to do so but the booking wasn't possible. This meant there was no vehicle waiting for Mrs I and it took time to arrange one. Given the experience

Mr and Mrs I had on the flight and in the airport this situation added even more stress after a difficult journey.

When the vehicle did arrive, it wasn't suitable. Mrs I had to travel in a position which was unsuitable given the nature of her injury – she was required to elevate her leg which she couldn't do. It's also accepted Aviva were partially responsible for the delay in surgery.

Aviva tried to book an ambulance, so I think it's reasonable to conclude that was the preferred option. As Mr and Mrs I have pointed out, it's also what was used to transport Mrs I to the airport before her departure from the destination she was visiting. Aviva missed the fact that an ambulance wasn't available. That shouldn't have happened and therefore they shouldn't have been trying to arrange alternative transport whilst Mr and Mrs I waited at the airport.

The impact of this was that Mr and Mrs I were left waiting for transport and then had to take transport which wasn't suitable for Mrs I. Mrs I's leg was swelling and an uncomfortable journey in an unsuitable vehicle added to her discomfort and distress. It also meant that her surgery was delayed whilst the swelling reduced. This may have been avoidable had Mrs I not had such a long wait and been able to travel in an ambulance. The stress of the situation upset Mrs I to the extent that she had a severe panic attack which she says has left her emotionally scarred.

Mrs I has set out in detail the pain and trauma she experienced. She's also highlighted that the consulting doctor had informed her that the risk of Deep Vein Thrombosis and loss of life on the journey home had been a real possibility. Mr I has given a lot of testimony about how the swelling in Mrs I's leg developed which I've also taken into account. But I've not seen any medical evidence which confirms this and based on the evidence I have Aviva had obtained confirmation Mrs I was fit to fly. I can also only take into account what actually did happen, as opposed to what may have happened. So, whilst I acknowledge and understand Mr and Mrs I's concerns, this hasn't changed my thoughts about the overall outcome of this complaint.

Putting things right

I've thought about whether it would be appropriate to award more compensation to Mr and Mrs I but I think Aviva's offer fairly reflects the distress and inconvenience caused by the failings they were responsible for, which I've outlined above.

I'm upholding this complaint and direct Aviva to put things right by paying Mr and Mrs I a total of £1000 compensation for the distress and inconvenience caused.

My final decision

I'm upholding Mr and Mrs I's complaint about Aviva Insurance Limited and direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs I to accept or reject my decision before 17 March 2023.

Anna Wilshaw
Ombudsman