

The complaint

Mr and Mrs M are unhappy with the way in which Chaucer Insurance Company Designated Activity Company handled a claim made on their travel insurance policy and the medical assistance provided whilst they were abroad. They're also unhappy that certain claimed expenses haven't been covered.

Any references to Chaucer include its claim handlers and medical assistance team.

What happened

Mr and Mrs M had the benefit of a single-trip travel insurance policy, underwritten by Chaucer, which covered a holiday abroad in the summer of 2022 ('the policy').

Whilst away, Mrs M became ill. And Chaucer was contacted for assistance.

Mrs M was taken to a public hospital in the country she was staying. She was discharged from hospital a couple of days later, after undergoing some tests. She was diagnosed with Covid-19. However, she returned to hospital on further occasions with symptoms including breathlessness and an increased heart rate, and she felt her condition was deteriorating.

Mr and Mrs M are very unhappy with the lack of support and medical assistance Mrs M received from Chaucer.

They wanted Chaucer to cover the costs of Mrs M being repatriated back to the UK by air ambulance due to her worsening condition. Chaucer didn't pre-authorise this, because at the time, it didn't have enough to conclude that this was medically necessary. So, Mr and Mrs M privately funded the cost of the air ambulance and upon returning to the UK, Mrs M was admitted to hospital.

Mr and Mrs M made a claim under the policy for their out-of-pocket expenses. Ultimately, Chaucer agreed to cover some costs including some accommodation and rearranged travel costs incurred by them extending their trip because of Mrs M's health issues, medical and ambulance costs.

Chaucer declined to cover the costs of the air ambulance. It also declined to cover the cost of a repeat prescription, Covid-19 test kits and extended accommodation for the period 9 to 16 July 2022.

Unhappy, Mr and Mrs M complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't think Chaucer had unfairly declined cover for the outstanding out-of-pocket expenses including the cost of the air ambulance.

And although he concluded that the overall assistance Mr and Mrs M received from Chaucer whilst abroad was reasonable, our investigator did think Chaucer had made some mistakes. He recommended Chaucer pay £350 compensation to Mr and Mrs M for distress and inconvenience caused as a result.

Neither party accepted our investigator's recommendation. So, I've been passed this complaint to decide.

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.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mr and Mrs M have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point when carrying out my statutory remit.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should handle claims promptly and fairly - and shouldn't unreasonably reject a claim.

I partially uphold this complaint as I think, on occasions, Chaucer could've provided better service to Mr and Mrs M, particularly at the beginning of July 2022. However, I think Chaucer has fairly and reasonably declined the outstanding aspects of the claim for out-of-pocket expenses, including the cost of the air ambulance. I've set out my reasons below.

- I can of course understand Mr and Mrs M's concern when Mrs M first became unwell. And it looks like they promptly contacted Chaucer for medical assistance. However, it's not for Chaucer to provide medical opinion over the phone. In the circumstances of this case, I think it was reasonable for Chaucer to advise Mrs M to seek medical attention if unwell and provide them with details of public hospitals near to where Mrs M was staying.
- Mr and Mrs M had to pay Mrs M's medical costs before being discharged from hospital, but I don't think I can reasonably hold Chaucer responsible for this. I'm satisfied from its contact notes that Chaucer had been proactively trying to obtain a medical report from the hospital, but this hadn't been provided. Until a medical report had been received, I wouldn't reasonably expect Chaucer to agree to cover medical costs up front or provide a guarantee of payment to the treating hospital. It's usual industry practice for an insurer to seek to verify cover before doing so and that includes requesting and reviewing the treating hospital's report.
- After being discharged from hospital with a diagnosis of Covid-19, and having attended hospital on a second occasion, Mr and Mrs M notified Chaucer that Mrs M required a course of injections to be administered daily away from hospital. I can understand why Mr and Mrs M wanted Chaucer to find a nurse to administer these injections for her. However, Chaucer hadn't received a detailed medical report from the hospital by this time and so didn't know the purpose of the injections or whether the hospital should be assisting with these. It said it would contact the hospital to understand what was needed. Until it had a medical report, I don't think it acted unreasonably by not arranging a nurse to visit Mrs M daily to administer injections. And so, Mr and Mrs M proceeded to make the necessary arrangements. However, for reasons I've explained later in my decision, I do think Chaucer should've got back

to Mr and Mrs M sooner about this issue.

- Chaucer agreed to cover the costs of the extended accommodation to 9 July 2022 on the basis that it was medically necessary for Mr and Mrs M to extend their stay beyond their original return date. It doesn't look like Chaucer helped Mr and Mrs M arrange alternative accommodation. But from the phone calls made, I'm satisfied Mr and Mrs M didn't request help finding alternative accommodation. So, I don't think Chaucer had to do anything further in the circumstances of this particular case.
- I'm satisfied Chaucer has fairly and reasonably declined the claim for accommodation costs for the period 9 to 16 July 2022. The policy only provides cover for extended accommodation costs if Mr and Mrs M couldn't return to the UK and Chaucer had agreed that the extended stay was medically necessary. I've seen no medical evidence from the time the accommodation was further extended that this was medically necessary. As of 5 July 2022, having been admitted to hospital for a third time, the treating doctor advised that Mrs M could be discharged and the tests that had been undertaken revealed that she was medically well. Further, at the time Mr and Mrs M still had several days remaining on their booking (which had already been extended with Chaucer's agreement) and they hadn't agreed the extension past 9 July 2022 with Chaucer.
- The policy doesn't say it provides cover for the cost of repeat prescriptions whilst away. So, I don't think Chaucer has unreasonably declined to cover this cost. Chaucer did say it could provide details of a doctor in the country Mr and Mrs M were in who might be able to help, and Mr and Mrs M were also advised to contact their GP in the UK. I think that's reasonable in the circumstances and I wouldn't reasonably expect Chaucer's representatives to personally arrange for prescribed medication to be sent from the UK to the country Mr and Mrs M were visiting.
- The policy doesn't cover any costs of Coronavirus testing. And I don't think Chaucer has unfairly relied on the terms of the policy to decline Mr and Mrs M's claim in this respect.
- The policy provides cover for repatriation back to the UK if the policyholder is unable to return to the UK as originally planned. It also states anything more than travel by economy class will only be covered if confirmed as medically necessary and approved by Chaucer. I don't think Chaucer has unfairly declined to cover the costs of the air ambulance booked and paid for by Mr and Mrs M to repatriate them to the UK. This hadn't been pre-approved by Chaucer and looking at the medical evidence from the time, I'm satisfied Chaucer has fairly concluded that this wasn't medically necessary.
- Before repatriation, Mrs M reported further symptoms and a deterioration in health since her last visit to hospital on 5 July 2022. So, Chaucer suggested arranging for a doctor to visit Mrs M in person which Mr and Mrs M declined. It also agreed to cover the cost of Mrs M attending a private medical facility to undergo more tests. I think that was reasonable in the circumstances of this case, given Mrs M's concerns about a deterioration in health and her concerns about the conditions of the public hospital at the time and her most recent experience there.
- The private facility was some distance away from where she was staying and from the contact notes, I'm satisfied that Chaucer was proactively looking to arrange an

ambulance to take Mrs M to a private facility if it was able to accommodate her. However, upon discovering that none of the private facilities nearby had an emergency department or could accommodate Mrs M, it agreed for Mrs M to visit a different public hospital. I think that was reasonable in the circumstances. But as it could take an hour or more for an ambulance to arrive to take Mrs M there, Mr M said he'd drive Mrs M. I accept that this was an incredibly difficult time for Mr and Mrs M but I don't think it would be fair and reasonable for me to hold Chaucer responsible for the lack of nearby private facilities that could assist Mr and Mrs M or ambulance availability.

- I'm satisfied that the medical evidence supports that the second public hospital couldn't find any problems based on the further tests carried out on Mrs M.
- Whilst Mrs M was in second public hospital, Mr M notified Chaucer that he had arranged for himself and Mrs M to be repatriated to the UK the following day by air ambulance, if she was discharged from hospital as anticipated. Chaucer advised Mr M that it was very unlikely that the cost of the air ambulance would be covered as it hadn't been established that this was medically necessary.
- I can of course understand why Mr and Mrs M wanted to return to the UK as soon as possible given what they say about Mrs M's health and how it was rapidly deteriorating. However, the visits to hospital showed no issues with her vital signs and blood tests and scans were clear. Ultimately, I know this made Mr and Mrs M more anxious, concerned that it must be something very serious if all tests were clear. However, Chaucer hadn't received a medical report from the treating hospital to say she was fit to travel, and if so whether she required any assistance. Further, the medical evidence didn't support that it was medically necessary for Mrs M to be repatriated to the UK by air ambulance.
- I'm satisfied there was a period of several days at the start of July 2022 when Mr and Mrs M didn't receive any contact from Chaucer. The last contact between the parties at the end of June 2022 concerned Chaucer seeking confirmation from the hospital as to why a nurse was needed to administer daily injections to Mrs M outside of hospital. And it was still awaiting a medical report at that time. I can see Mr M contacted Chaucer on 4 July 2022, frustrated by the lack of contact and progress.
- For reasons set out above, I think Chaucer had been proactively trying to obtain a medical report at the end of June 2022, but I accept that it would've been frustrating for Mr and Mrs M not to receive an update during this time and having to chase Chaucer for an update would've caused unnecessary inconvenience at an already difficult time for them.
- Given that Mrs M had been admitted to hospital on two separate occasions at the end of June, I would've reasonably expected Chaucer to have checked how she was feeling and update her, especially as Mr M had made it aware that Mrs M needed daily injections and Chaucer was going to ask the hospital more information about this before it provided any further assistance in this regard. Without contact and an update, I can understand why Mr and Mrs M felt like nothing was being progressed at this time and this would've been frustrating and upsetting for both of them. Particularly as the last contact from Chaucer said it would get back to them "soon with advice".

- Further, despite identifying Mrs M's case as a priority, I think it took too long for Chaucer to arrange a translation of the medical report received late on 5 July 2022. I can understand why when speaking to Chaucer the following day Mr and Mrs M were upset and frustrated that this hadn't been done particularly as they said they'd been able to use an online translation service to do it themselves and Chaucer had been awaiting a more detailed report for so long to decide next steps.
- I'm satisfied that £350 compensation fairly reflect the unnecessary distress, worry and inconvenience they both experienced as a result of errors made by Chaucer.

Putting things right

I direct Chaucer to pay Mr and Mrs M £350 compensation for distress and inconvenience.

My final decision

I partially uphold this complaint and direct Chaucer Insurance Company Designated Activity Company to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 28 September 2023.

David Curtis-Johnson
Ombudsman