

## **The complaint**

Ms T is unhappy with the way in which AWP P&C SA ('AWP') handled a claim made under her travel insurance policy ('the policy').

All reference to AWP includes its medical assistance team.

## **What happened**

Whilst abroad in 2021 – on an extended trip - Ms T suffered a head injury. She contacted AWP and it agreed to cover some medical costs.

In June 2021, AWP said that treatment Ms T now wanted covered didn't amount to emergency medical treatment. It offered to arrange for her to be repatriated back to the UK.

Ms T raised several queries in response, which (despite chasing) she didn't receive a substantive reply until September 2021, when AWP notified her that her case had been closed in June 2021 as she had refused repatriation.

Ms T denied refusing repatriation. She's unhappy with the overall service received from AWP and that her claim was closed in June 2021. Ms T has incurred further medical costs since then and ended up arranging her own repatriation back to the UK in October 2021.

Our investigator looked into what happened and partially upheld Ms T's complaint. He ultimately recommended AWP to:

- reimburse Ms T for the additional costs she'd incurred in connection with her repatriation to the UK in October 2021.
- settle Ms T's claim for the unused portion of her ski pass.
- pay Ms T £600 compensation for distress and inconvenience.

However, he didn't think it would be fair and reasonable for AWP to cover the medical costs incurred by Ms T since the end of June 2021, as he felt AWP had fairly concluded that they didn't relate to emergency medical treatment.

Ms T accepted our investigator's recommendations. AWP didn't respond. So, this complaint has been passed to me to consider everything afresh 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.

AWP has a regulatory obligation to treat customers fairly. It must also handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

## **AWP's decision to stop providing medical assistance**

Section A of the terms and conditions of the policy reflects that cover is provided for “normal and necessary receipted expenses of emergency or surgical treatment incurred outside your home country”.

Looking at the treatment Ms T was seeking cover for as of June 2021, I’m satisfied that AWP has fairly concluded that this didn’t amount to emergency medical or surgical treatment. So, I’m satisfied AWP’s decision to stop paying the medical expenses Ms T wanted covered was fair and reasonable.

Particularly, as it offered to arrange and cover the costs of Ms T being repatriated back to the UK so that she could continue treatment she needed there. If she agreed to this course of action, AWP told Ms T that its medical team would evaluate her case for repatriation and if it was deemed that she required extra assistance, it would follow any advice. I don’t think this was unfair in principle. The policy terms say AWP reserved the right to repatriate the policyholder to their home country when, in the opinion of the medical emergency assistance service, they’re fit to travel. And I’ve not seen any medical evidence from the time that Ms T wasn’t fit to fly due to the head injury she’d suffered earlier in the year.

Although Ms T says she incurred significant medical expenses after June 2021, I don’t think it would be fair and reasonable for me to hold AWP responsible for these costs (over and above the medical costs AWP has approved and agreed to cover).

As explained above, I’m persuaded that AWP fairly concluded that the medical costs Ms T wanted it to continue covering didn’t relate to emergency medical treatment. Further, in its email dated 21 June 2021, I’m satisfied that AWP did clearly notify Ms T of its position. It said: “...effective immediately your insurance company will no longer cover any further medical expenses or provide further assistance in case you do not wish to be repatriated to the UK”.

I can understand why Ms T sought clarity but from that moment, I’m satisfied she was aware that AWP wouldn’t continue to cover her medical costs if she didn’t agree to be repatriated back to the UK. And I don’t think AWP’s position was unreasonable.

### **Repatriation costs**

However, I don’t think AWP fairly concluded that Ms T refused its offer of repatriation in June 2021. She expressly says: “I don’t have enough information to make the decision to repatriate” and in a separate email of the same date: “I need to take some time to think about the decision”.

She also raises several queries. For example, she asks AWP to provide the specific details of its decision, the medical recommendations made by AWP and why it considers her condition to be chronic. She also asks whether if she self-funds her medical treatment for a time to help improve her symptoms, whether AWP would still fund her return home later.

I’m satisfied Ms T didn’t get a substantive reply to her queries and I can see she chased AWP for a response. She didn’t receive a reply until September 2021 explaining that her file had been closed and cover had ended for this particular claim on 21 June 2021. So, Ms T ended up arranging her own repatriation in October 2021.

AWP had agreed to cover her repatriation costs if she’d returned to the UK in June 2021. I think the reason why that wasn’t explored further at the time was because AWP wrongly determined that Ms T had declined its offer of repatriation and closed her claim.

There's no way of now knowing what Ms T's repatriation costs would have been had she returned to the UK in June 2021. There are many variables, and she may have required further assistance at the time, which would've cost more.

So, overall, I think it's fair and reasonable for AWP to cover the costs associated with Ms T's repatriation in October 2021, including the medical costs incurred to obtain a fit to fly certificate in October 2021, transport costs to, and accommodation costs near, the airport and flights home. Ms T says these costs are approximately £1,676.

### **The overall service provided by AWP**

I'm satisfied that AWP's service should have been better when providing assistance and handling Ms T's claim.

From its contact notes and emails I've been provided; I'm satisfied there were times AWP didn't get back to Ms T as promptly as it reasonably should have. And as mentioned above, it didn't substantially respond to Ms T's queries about repatriation to allow her to make an informed decision about whether to agree to returning to the UK in June 2021.

I don't think AWP should have closed her claim when it did without first dealing with Ms T's queries (which I think were reasonable). And I accept that Ms T would've been upset to find out that this had been the case. And she was inconvenienced by having to chase for responses. There was also a period of two months when Ms T didn't know whether the policy was still valid, and I accept this would've been worrying.

I've seen medical evidence from after Ms T returned to the UK supporting that it was likely the head injury she sustained abroad was underdiagnosed and undertreated. And rather than being referred to hospital she was sent home with self-care instructions. The medical evidence reflects that she would have lacked capacity to deal with her insurance at the time.

AWP isn't responsible for the medical advice Ms T received by the treating doctor whilst abroad and her not being referred to hospital. And although AWP wouldn't have known that Ms T had been underdiagnosed and undertreated at the time (if this was the case), Ms T remained unwell and was receiving some treatment.

So, although this would have already been a worrying time for her, I'm persuaded that the errors made by AWP would have unnecessarily exacerbated an already difficult for her. Ms T was vulnerable, and I think it's reasonable to assume that the impact of those errors is likely to have had a greater impact on her because of her health at the time.

I'm satisfied £600 fairly reflects the distress and inconvenience experienced by Ms T over several months.

### **Cost of the ski pass**

Ms T's schedule of insurance reflects that she had paid for optional winter sports cover – an additional extra.

Section I says that AWP will pay for the proportionate value of any ski pass necessarily unused due to "your accident or sickness".

Ms T has provided evidence from the resort she had the ski pass with reflecting the cost of the ski pass, the date it was last used, confirmation that no refund was due or been issued and that the resort is unable to extend the pass to future years.

So, in accordance with the terms and conditions of the policy, and because Ms T ended up arranging her own repatriation back to the UK, earlier than originally planned, in October 2021 due to her ill-health, I think it's fair and reasonable for AWP to pay to Ms T the proportionate value of her ski pass for the time she was unable to use it.

### **Putting things right**

Within 28 days from the date on which the Financial Ombudsman Service notifies AWP that Ms T accepts my final decision or Ms T provides AWP with documentary evidence of the costs she incurred and paid in connection with her repatriation back to the UK in October 2021 (whichever is later), I direct AWP to pay to Ms T:

- A. the repatriation costs incurred by her (she says around £1,676).
- B. an amount to reflect simple interest at a rate of 8% per annum from the date on which she made payment of each of those repatriation costs to the date on which those expenses are settled by AWP.
- C. compensation for distress and inconvenience in the sum of £600.
- D. the value of the unused portion of her ski pass.

If AWP considers it's required by HM Revenue & Customs to take off income tax from any interest paid in respect of B above, it should tell Ms T how much it's taken off. It should also give her a certificate showing this if she asks for one. That way Ms T can reclaim the tax from HM Revenue & Customs, if appropriate.

### **My final decision**

I partially uphold this complaint and direct AWP P&C SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 3 November 2023.

David Curtis-Johnson  
**Ombudsman**