

The complaint

Ms A is unhappy with the lack of assistance she received from AWP P&C S.A. under her travel insurance policy when she became unwell whilst abroad.

All reference to AWP includes its medical assistance team.

What happened

Ms A travelled abroad in May 2023 and whilst away she became unwell and ultimately, admitted to hospital with stomach pains and menorrhagia.

Ms A was discharged from hospital around a day before she was due to fly back to the UK. There's a report from the hospital at the time reflecting she'd been advised to rest for 14 days and asked to attend a review at the hospital a week later.

During this time, Ms A was in contact with AWP for assistance.

Ms A was subsequently informed by a consultant physician and nephrologist that she needed a complex hormonal profile evaluation with gynaecological review.

AWP concluded that Ms A didn't require emergency treatment and further medical investigations could continue back in the UK. Although there was advice from the consultant physician and nephrologist that Ms A shouldn't travel for two weeks, AWP's chief medical officer didn't agree.

Ultimately, AWP offered to repatriate Ms A back to the UK on a business class flight it had identified as being available which Ms A didn't agree to. AWP then said as Ms A had declined the offer of repatriation it wouldn't cover any further costs.

Unhappy, Ms A brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened, and ultimately didn't uphold Ms A's complaint.

Ms A raised some further points which didn't change our investigator's opinion so this complaint has been passed to me to consider everything afresh and decide.

I issued a provisional decision, an extract of which is set out below.

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AWP has an obligation to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably.

The policy does provide cover for emergency medical and associated expenses incurred outside of your home country. And with AWP's prior authorisation, it also provides cover for "the additional costs incurred in the use of air transport to repatriate you to your home or a suitable hospital nearby if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless AWP agrees

otherwise”.

This section of the policy also says the following aren't covered:

Any claims arising directly or indirectly in respect of:

Any form of treatment or surgery which, in our opinion (based on information provided by the doctor in attendance) can be delayed reasonably until your return to your home country.

Similar terms appear in most travel insurance policies and so it's usual industry practice that there's no cover for any form of treatment or surgery which isn't urgent and can be reasonably delayed until the policyholder returns to their home country. That's because travel insurance is designed to cover necessary emergency medical expenses. It's not a private medical insurance policy.

I've taken this all into account when considering whether AWP has acted fairly and reasonably in this case.

I know Ms A will be very disappointed, but for reasons I'll go on to explain, I'm satisfied that AWP's ultimate decision to offer repatriation back to the UK rather than provide continued cover for her to remain abroad for further investigations was fair and reasonable.

- I'm not a medical expert and in this case there's a difference in medical opinion about whether Ms A was fit to fly back to the UK in early July 2023 (which was after her intended return date).
- The consultant physician and nephrologist abroad provided a letter dated 3 July 2023 advising that Ms A shouldn't travel for two weeks (so, until around 17 July 2023). Prior to this the hospital report dated 21 June 2023 (the date of discharge) reflects that Ms A had been advised to rest for 14 days (so, until around 5 July 2023). However, importantly in this case, neither of these documents give any further reason in support of why the medical professionals abroad considered that Ms A should rest/shouldn't travel for 14 days.
- The consultant physician and nephrologist's letter dated 3 July 2023 also reflects that Ms A "is stable apart from menorrhagia" and easy fatigability and dyspepsia. Although it's also stated that she was awaiting complex hormonal profile evaluation with gynaecological review, it doesn't explain why she wasn't fit to fly or say that the evaluation and review she required was urgent or an emergency.
- Having considered the medical evidence, AWP's chief medical officer advised that the follow up on menorrhagia and dyspepsia wasn't urgent and so could be done in the UK. By that stage, AWP was also aware of Ms A's vital signs. Its chief medical officer concluded that Ms A was fit to fly and there was no medical reason why she should remain abroad.
- On the balance of probabilities and given the limited medical evidence I have from the time and the nature of Ms A's symptoms, I'm satisfied that AWP acted fairly and reasonably by concluding that it wasn't medically necessary for Ms A to remain abroad for further treatment and investigations and that she was fit to fly. From Ms A's perspective, I can understand why she feels this was unfair given the advice from the consultant physician and nephrologist. But as their report was brief and didn't give any reason in support of their fit to fly advice, I don't think AWP acted

unreasonably in the circumstances of this case.

- Relying on its chief medical officer's advice, I'm also satisfied that AWP acted fairly and reasonably by looking into repatriation options in line with the policy terms.
- Initially, it considered booking Ms A a seat in economy class but when she pointed out that she'd originally booked a business class ticket, it promptly agreed to look into the same class of seat for her. I think that was fair and reasonable.
- AWP offered to book Ms A an indirect flight to the UK departing on 6 July 2023 with stop assistance, wheelchair and taxis to the airport abroad and from the UK airport back to her home address. I'm satisfied from the communications I've seen between Ms A and AWP at the time that Ms A wanted to fly with a different airline (the airlines she'd originally booked flights with). The communications reflect that AWP considered Ms A's request and looked into other business class flights with Ms A's preferred airlines, but they were fully booked. In the absence of any evidence to contrary, I have no reason to doubt that was the case. I'm satisfied that there was no compelling reason to delay Ms A's repatriation so that a seat could be booked on her preferred airline for a later date.
- I'm satisfied that as Ms A didn't agree to those flights, AWP acted fairly and reasonably by concluding it wouldn't cover any further costs in relation to her staying abroad.
- Ms A says AWP stopped communicating with her after that and didn't respond to her emails. I've seen evidence that Ms A was told by email on 5 July 2023 that if she didn't accept AWP's offer of repatriation, it will stop assistance and for Ms A to let AWP know of its decision. And AWP didn't receive a reply until 8 July 2023, after the date of the proposed repatriation flight.
- As Ms A went against the advice of its medical team, it also confirmed on 10 July 2023 that it could no longer provide assistance.
- It also confirmed on 20 July 2023 that although it could no longer provide assistance, a claim could be raised to the claims team to consider any costs Ms A incurred booking her own flights back to the UK (along with medical costs incurred by her before the date of the intended repatriation date of 6 July 2023). I think that was reasonable in the circumstances of this case as I don't think it was reasonably required to do anything else in relation to the medical assistance it could provide at that stage.
- I know Ms A is unhappy with the tone and content of some of the emails she was sent by AWP. But having considered them, I'm satisfied that they are professional in tone.

Other issues

Ms A says that AWP underpaid the hospital confinement benefit provided under section 2 of the policy terms (£50 per day up to the limit of £1,000). From what I've seen, I'm satisfied that she was in hospital for at least six full days (possibly seven depending on the time of admission and discharge). AWP has only paid Ms A the benefit to represent five days (£250). So, I think AWP should reconsider the claim for the hospital benefit – and whether any further benefit is due - in line with, and subject to, the remaining terms of the policy.

From what I've seen, I'm satisfied AWP paid hotel costs covering the date Ms A was discharged from hospital to 4 July 2023. However, AWP was going to arrange Ms A's flights back to the UK for 6 July 2023. So, I think it should reconsider whether an additional payment of two days' accommodation costs is due, and this can be assessed in line with, and subject to, the remaining terms of the policy.

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I invited both parties to provide any further information in response to my provisional decision. Neither party provided any new points for me to consider.

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.

As neither party provided any new points for me to consider, I find there's no compelling reason for me to depart from my provisional findings. For this reason, and for reasons set out in provisional decision (an extract of which appears above and forms part of this final decision), I uphold this complaint in part.

Putting things right

I direct AWP to reconsider the claim for the hospital benefit (and whether any further benefit is due) and reconsider whether payment of two days' accommodation costs is due – to be assessed in line with, and subject to, the remaining terms of the policy.

My final decision

I uphold this complaint but only to the limited extent set out above. I direct AWP P&C S.A. to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 7 January 2025.

David Curtis-Johnson
Ombudsman