

The complaint

Mr P is unhappy with the way Aviva Insurance Limited dealt with a claim on his travel insurance policy.

What happened

Mr P has a travel insurance policy underwritten by Aviva. He went on holiday and unfortunately required medical assistance whilst abroad. So he contacted Aviva for support and to make a claim.

Aviva covered his medical costs, but he said they didn't handle his repatriation arrangements fairly. So he had to make his own arrangements to travel home, and his additional expenses remain outstanding.

Mr P complained with the overall service he'd received and how Aviva had treated him. He said their communication throughout the claim was poor and he experienced delays. The matter was referred to this service and our investigator looked at what had happened. He said Aviva's recommendation for repatriation by air ambulance was fair based on the medical evidence. And their decision to withdraw cover following this was in line with the terms of the policy.

He thought the £450 compensation offered by Aviva was reasonable for their poor communication and delays. But he didn't think Aviva had fairly settled Mr P's telephone costs because there was a shortfall of \$157.37. He upheld the complaint and said Aviva should pay the outstanding call costs and add 8% simple interest.

Aviva agreed but Mr P remained unhappy. In summary he said:

- He didn't think the offer of repatriation by air ambulance was appropriate. He preferred to travel on shorter commercial flights with the journey split so he can have a break from being on an aircraft.
- The costs in relation to the telephone calls he made whilst abroad hadn't been settled fairly
- The compensation doesn't reflect Aviva's poor support and communication throughout the claim. He didn't receive any clarity about his coverage under the policy.
- He experienced delays and spent time chasing payments for his hospital and hotel bills

Mr P argues that the costs associated with the air ambulance are significant, and he saved Aviva that cost by not travelling home in that way. So, he thinks it's fair for Aviva cover all the outstanding costs in his claim because the amount is far less than what the air ambulance would've cost them.

So the case has been passed to me 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.

The relevant rules and industry guidelines say Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

Returning home

The terms of the policy say:

We'll assess whether any proposed treatment is an emergency or whether it can wait until you have returned home. If appropriate we'll arrange for your return to the UK.

I understand Mr P's preference was to travel back on commercial flights so he could have stops on the journey. But I think Aviva's recommendation for Mr P to return home by air ambulance on 12 February was reasonable in the circumstances.

It is fair for Aviva to try and progress this type of claim alongside the advice of their medical team. And they were entitled to rely on their professional medical advice when considering the safest and most appropriate way of returning their policy holder home.

I can see Aviva did consider Mr P's preference to travel back commercially. They assessed the risks involved in this mode of transport and Aviva's medical team said due to Mr P's reported pain management and sitting tolerance, they didn't recommend that he flew on several different commercial flights home. I think this was reasonable because the evidence said Mr P's sitting tolerance was five to ten minutes, and this wouldn't have been appropriate for commercial flights where he would've been expected to be seated for longer than five ten minutes during take-off and landing (at a minimum).

Aviva also decided the safest option was an air ambulance because Mr P would be able to have a team of medical professionals on board to manage his pain and any medical complications throughout the journey. This level of medical support and safety wouldn't have been possible on the commercial flights, so I can't say Aviva treated Mr P unfairly.

I appreciate Dr N recommended Mr P should be transferred to the nearest centre of medical excellence (NCOME) as it was a shorter flight than back to the UK. But it wasn't unreasonable for Aviva to try to return their policy holder back home, as soon as he was medically able. The evidence shows Mr P had been declared fit to fly by 16 January, and again on 19 January, without the requirement to travel to NCOME - so I think it was fair for Aviva to say they would arrange an air ambulance for 12 February so he could return to the UK as quickly as possible.

As Mr P didn't agree to Aviva's recommendation to return home by air ambulance on 12 February, they said any costs incurred after this date wouldn't be covered by them. I think this is fair and in line with the policy terms that state;

Aviva won't cover extra costs following the insured person's decision not to move hospital or return home after the date it was deemed safe for them to travel by us and in consultation with their treating doctor.

I know Mr P remains unhappy that not all his additional expenses have been settled. In particular, the costs he incurred when he had to replace his visa and rearrange his own flight back home. But as these costs were incurred after 12 February, I don't think Aviva needs to

cover them (for the reasons already set out above). I'm also mindful that if Mr P had followed Aviva's recommended repatriation plan for 12 February, the new visa and flights costs would have been avoided.

Mr P said Aviva should've informed him he was able to fly back himself without further medical reports. But I don't think Aviva's original request for an additional fit to fly certificate was unreasonable. At that stage Mr P told them his sitting tolerance was two hours, which was considerably different to the five to ten minutes he'd reported previously, so I can understand why Aviva requested further medical evidence to support that.

Food and accommodation costs

The terms of the policy say:

"Half board accommodation costs (of similar standard to the accommodation you had booked for your trip) if the insured person needs to stay beyond their planned return date because they're medically unfit to travel home and additional travel costs if they can't use their return ticket."

It's not disputed that Aviva should have done better when it came to extending Mr P's stay and corresponding with the hotel about what board they were paying for. Mr P was left in a position where he was unsure about what food would be covered under his policy which would have been distressing.

I've looked at the invoices for Mr P's meal receipts and compared this to the amount Aviva paid Mr P. I can see the daily allowance Aviva paid is a higher amount than the evidence Mr P provided for the food costs incurred whilst overseas, so I don't think Aviva needs to pay anything further in relation to Mr P's food costs incurred up until and including 12 February. And any food or accommodation costs incurred after this date aren't covered by the policy for the reasons I've already explained above.

Mr P has referred to a daily rate of £50, however our investigator has already explained, this is only provided through the policy if the customer was an inpatient in hospital for the whole duration of his claim. So it doesn't apply to Mr P.

Phone calls

The policy terms don't make any reference to providing cover for telephone calls to the insurer whilst abroad. But Aviva agreed to cover the costs of the overseas calls Mr P made to them during his claim, up to and including 12 February. I think this was fair in the circumstances.

Mr P provided evidence that shows he incurred a total cost of \$904.36 for calling Aviva during the relevant period. Aviva settled \$746.99 of these calls during the claim, so a shortfall of \$157.37 remains that Aviva should cover.

Mr P made other calls in relation to his claim whilst he was abroad, but I don't think I could reasonably ask Aviva to cover any further calls than the ones made to them.

Carer assistance

Dr N's report on 1 February said *"while waiting for decision to fly to NCOME this patient would benefit with an assistant, to help with support for daily activities of daily living."*

Aviva said they should have been faster to assess Mr P's request to cover the costs for someone to assist him whilst abroad. So they retrospectively assessed and covered his

carers costs from the date Mr P first arranged for him to stay. As this date was before Dr N's report of the 1 February, Aviva have covered more than I would have expected them to do here.

I note Mr P is unhappy that his friend was unable to travel back home with him, but this wouldn't have been necessary on an air ambulance due to medical support provided. However, I do think Aviva's timeliness and communication about this should have been better as they caused additional worry and frustration to Mr P.

Compensation

It's not in dispute that Mr P received poor communication from Aviva at times and there were problems and delays with settling some of the costs he'd claimed. The process should have been smoother, and I appreciate the frustration and inconvenience Aviva's errors identified above must've caused Mr P.

Aviva's communication regarding his coverage for food, accommodation and carer costs should have been better. There was confusion with the board basis of his accommodation and food allowance that could have been avoided. And this caused Mr P additional stress and frustration at an already difficult time.

There were also delays in settling his hotel costs and Mr P has explained this caused him problems with the hotel manager. I've also considered the length of time Aviva's assessments took during the claim and how long they took to communicate their decisions to him. I appreciate these delays would've been distressing for him.

I understand Mr P had to speak several different case handlers as part of his claim and he found this difficult. But it isn't unusual for this to happen with a travel claim for an evolving medical situation that spans over a number of weeks. These types of claims journeys aren't straight forward and different agents of the insurer and several third parties (such as the hospital and hotel) are involved.

Aviva have acknowledged their communication could have been better and there were some avoidable delays in approving and settling some of the costs. Taking everything into account, including the costs they have covered and their attempt to help return Mr P back home safely at the earliest opportunity, I think Aviva's offer of £450 total compensation is fair in the circumstances. I don't think I could reasonably ask them to pay anything further here.

Putting things right

Aviva Insurance Limited need to put things right by:

- Paying an amount equivalent to \$157.37 in pounds sterling, to reflect the shortfall of the settlement of calls Mr P made from his hotel to them
- Add 8% simple interest from the date they originally settled the call recordings until the date of this new settlement.
- If not already settled, they should also pay £450 in total compensation for the distress and inconvenience caused to Mr P by their poor communication and delays.

My final decision

I uphold this complaint against Aviva Insurance Limited and direct them 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 P to accept or reject my decision before 6 June 2025.

Georgina Gill
Ombudsman