

The complaint

Mr R has complained about the way Aviva Insurance Limited ('Aviva') dealt with his claim and that it unfairly withdrew cover when he was unwell and abroad.

All reference to Aviva includes any agents acting on its behalf.

What happened

Mr and Mrs R have a representative. For ease, all references to Mr R include any submissions made on his behalf by his representative.

Mr and Mrs R had a travel insurance policy through their packaged bank account, underwritten by Aviva.

They travelled abroad in December 2022 when unfortunately, Mr R became unwell and received emergency treatment in hospital.

Mr and Mrs R couldn't return home on their scheduled flights as Mr R's treating doctor said he wasn't fit to fly.

Following this, Mr R had a number of hospital admissions and he complained to Aviva about service issues including delays in arranging guarantees of payments (GOP) for the treating hospitals.

Aviva responded to the complaints and accepted that its service fell below the standard expected, offering a total of £600 compensation.

Aviva withdrew cover in August 2023 as it had received a response it had been waiting for from Mr R's consultant in the UK. Aviva said an exclusion applied relating to Mr R's pre-existing health conditions for which there was no cover under the policy. It said it would continue to pay for emergency treatment costs plus accommodation up to a maximum of £70,000. Once this limit had been reached, it would not pay for anything further and Mr R would be responsible.

Unhappy, Mr R referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and didn't think Aviva had acted fairly. She found the offer of £600 compensation was appropriate but she didn't think the exclusion applied. So she asked Aviva to reassess the claim.

Aviva disagreed and in summary, said Mr R wasn't well when he travelled and he had received treatment and tests at the time of booking the trip, so the exclusion did apply and there was no cover.

As an agreement couldn't be reached, the case has been passed to me for 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.

Having done so, I think this complaint should be upheld. I'll explain why.

I issued a provisional decision on 24 January 2025 and invited further comments from both parties. I thank the parties for responding and confirming they accept my provisional decision. As both sides have agreed, I don't see any reason to depart from my provisional findings which I adopt as my final decision. I have set out my provisional decision below.

The background to this matter is well known to both parties so in my decision, I will summarise and focus on what I consider to be key to my conclusions.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

Withdrawal of cover

The relevant policy terms say:

"What is covered

In most cases sudden and unexpected changes to an insured persons health will be covered by this policy whether it's related to an existing condition or a new condition.

What is not covered

In addition to anything excluded in Worldwide Travel – Exclusions which apply to this whole Option, there is no cover for:

1. *Any claim that happens as a direct or indirect result of any medical condition or symptom suffered by any insured person where:*
 - *in the 3 months before booking the trip they have been admitted to hospital or had surgery or treatment in a hospital or out-patient clinic; or*
 - *when booking the trip they are awaiting treatment or investigation in a hospital or out-patient clinic or awaiting results of tests/investigations, other than routine monitoring of on-going conditions that have not required further investigation."*

Aviva withdrew cover on 4 August 2023, after hearing from Mr R's specialist in the UK. He confirmed:

"...He is maximum treatment for his COPD and Emphysema and his case was referred to Regional ILD MDT to see if he would qualify for anti-fibrotic treatment. The opinion of the ILD MDT was that the serial CT scans showed significant emphysema and the fibrosis was stable compared to previous CT scan... As the fibrosis was stable, he did not need anti-fibrotic therapy. I then referred him...in 30th September 2022. I understand (Mr R) did not want to be considered for transplant and he was discharged by the Transplant centre. When I saw him in August 2022, he was planning to go to...and at that point he was on 4 litres O2 ambulatory oxygen at home. I referred him for flight assessment and

this was done...he was advised to have 2 litres oxygen on flight... He was advised to arrange his own oxygen while he was outside the country”.

I have reviewed the available medical evidence from just before Mr R's trip. There is no evidence that Mr R was admitted to hospital or had surgery in the 3 months before booking the trip. Aviva said Mr R had treatment in the 3 months before booking his trip but the evidence shows this was a referral and tests for a transplant which he did not want and so was discharged. The other test he had been referred for was a flight assessment to check whether he would be fit to fly. The evidence doesn't show any other treatment in the 3 months before booking the trip.

Mr R booked the trip on 16 November 2022. His representative has told us that by this time he had already decided he didn't want to be considered for a transplant and was discharged. The UK specialist confirmed Mr R was referred for consideration on 30 September 2022, he did not want to be considered for transplant and he was discharged. So there is no persuasive evidence that Mr R was awaiting treatment, investigation or results at the time he booked his trip other than for routine monitoring of his ongoing conditions.

Aviva refer to a hospital admission after Mr R booked his trip but this isn't something he was required to declare under the terms of the policy. The onus is on Aviva to prove an exclusion applies. I am not satisfied that Aviva has done enough to show the above exclusion applies. As Aviva relied on the above exclusion to end cover, I don't think it treated Mr R fairly and I agree that it should now reassess the claim in line with the remaining terms and conditions of the policy. Mr and Mrs R would need to provide Aviva with evidence of losses, medical evidence and medical costs for it to assess what and for how long they should have been covered had cover not been withdrawn in August 2023.

The repatriation

Aviva reviewed the possibility of repatriation throughout the claim and this is in line with the terms of the policy – so I don't think it did anything wrong by doing this. However, I don't think it was reasonable to conclude that Mr R refused repatriation several times.

I have set out a summarised timeline of events relating to repatriation:

- 25 December 2022 – Aviva spoke to Mr R's representative and explained Mr R would need to obtain a not fit to fly certificate from the treating doctor stating the reason why he wouldn't be able to fly for one month.
- 28 December 2022 – Aviva's doctor reviewed the case and noted that if Mr R was an outpatient, repatriation could be considered.
- 1 January 2023 – Aviva spoke to the representative and said once the medical team reviewed the case, they would need an independent fit to fly appointment.
- 20 January 2023 – Aviva called and said it can assist with repatriation but required a fit to fly certificate.
- 23 January 2023 – Aviva emailed the representative and asked if there were any updates and whether the fit to fly appointment had been arranged.
- 24 January 2023 – Aviva emailed the representative and asked for an address as it was looking to organise a call out doctor for a fit to fly assessment. The representative spoke to Aviva and said Mr R preferred to have the fit to fly assessment done at the hospital as they had all his records and x-rays and this would be done on 30 January.

- 30 January 2023 – The local agents emailed Aviva and said the hospital did not see the GOP in time and so the patient left without treatment.
- 2 February 2023 – A fit to fly certificate was provided and Aviva called the representative to confirm this however she said Mr R had been told that he was not fit to fly and had a further outpatient appointment on 20 February. The representative said she would speak to Mr R. The representative called back to confirm Mr R had been told that he wasn't fit to fly and also wasn't feeling well and so he would be attending the hospital again as there was blood coming from his mouth.
- 6 February 2023 – Aviva emailed the local agent to ask why Mr R wasn't fit to fly.
- 7 February 2023 – Aviva's doctor reviewed the case and said to wait for chest results and further review.
- 13 February 2023 – Aviva emailed the local agent and asked for an urgent fit to fly assessment.
- 16 February 2023 – Aviva's doctor spoke to the representative and she said Mr R was very anxious about the return flight but would like to return to his family in the UK. The doctor said Mr R wasn't fit to fly commercially but they would investigate other options.
- 20 February 2023 – Aviva emailed the local agents and asked for an assessment, it said if Mr R required 5 litres of oxygen, it would organise an air ambulance back to the UK.
- 21 February 2023 – Aviva reviewed the medical report from the hospital and advised an air ambulance to the UK asap as there was no improvement in oxygen requirements and Mr R was unlikely to make further recovery.
- 22 February 2023 – Aviva spoke to the representative to discuss the air ambulance. A conference call would be arranged to discuss the plan.
- 23 February 2023 – Aviva spoke to the representative and said Mr R felt pressurised to return but he didn't feel well enough and he was very anxious about an air ambulance as he was claustrophobic. She asked what the next steps could be if Mr R didn't want to return by air ambulance. Aviva said it would have a general discussion and get back to her. On the same day Mr R had a fall and had to return to hospital.
- 28 February 2023 – Aviva spoke to the representative and explained that the medical team were recommending repatriation by air ambulance as Mr R wasn't well enough to fly commercially. It said 24 hours from now if Mr R didn't accept return by air ambulance then it would remove cover and when he does decide to travel by air ambulance, it would cover up to what it would have cost today. Aviva explained the crew were there to look after Mr R.
- 1 March 2023 – Aviva spoke to the representative and she confirmed Mr R agreed to repatriation by air ambulance. However, the representative wanted the medical team to review the outcome from the consultants as they were concerned about cardio issues.
- 2 March 2023 – Aviva's doctor emailed the treating doctor and asked it to confirm there were no concerns with Mr R being repatriated following his recent admission.
- 6 March 2023 – The representative called as Mr R was very unwell and had deteriorated and Aviva advised them to attend the emergency department at the hospital.
- 7 March 2023 – Aviva's doctor called the treating doctor at the hospital and asked if

Mr R was fit to fly. The treating doctors all confirmed Mr R was fit to fly by air ambulance.

- 8 March 2023 – Aviva spoke to the representative and confirmed the treating doctors had confirmed Mr R was fit to fly by air ambulance. The representative said Mr R had a follow up appointment on 11 or 13 March and that she wanted to fly with Mr R.
- 10 March 2023 – Aviva's doctor reviewed the file and pushed the AA back as they didn't have the passports so they needed to postpone the AA, ensure Mr R remained fit to fly and obtain passport details.
- 11 March 2023 – The representative called as Mr R had been taken to hospital by ambulance, as he wasn't breathing. Mr R had had a fall the previous day. Today he was unresponsive so CPR had to be performed. He needed ICU admission and she said he was critical. Aviva said for the moment the AA had been stood down.
- 12 March 2023 – Mr R was better today and the medication was working. Aviva said as Mr R was too unwell, they weren't looking into repatriation yet and the representative said this is also what the treating doctor had said. Other family members were also flying out to be with Mr R.
- 14 March 2023 – Aviva emailed the local agent and asked for a comprehensive medical report as well as a clinical opinion regarding Mr R's fit to fly status via air ambulance. Aviva's nurse emailed the representative to provide assurances about air ambulances.
- 16 March 2023 – Aviva spoke to the treating doctor at the hospital who confirmed Mr R could be repatriated by air ambulance. Aviva emailed the representative and confirmed this with an option to return on Sunday. After that, there would be no further insurance cover for either Mr or Mrs R. It asked if Mr R agreed to this and asked for passport details. It also said it would honour up to the costs that it would have paid on Sunday towards getting home if he wished to stay abroad longer and come home at a later date. The representative replied to ask how Aviva would manage Mr R's anxiety with a number of other questions. Aviva replied with its answers reiterating cover would end on Sunday.
- Aviva spoke to the representative and confirmed Mr R was happy to go back on Sunday but wanted to speak to the medical team to clarify a few things. She was also going to speak to the treating doctor to find out what had changed.
- 17 March 2023 - The representative then provided a not fit to fly certificate and spoke to the doctor to discuss air transfers and AA safety. A new medical report was provided from the treating doctor at the hospital who recommended that travel was delayed until Mr R was better. Aviva's notes show that the AA was stood down as Mr R was no longer fit to fly.
- 19 March 2023 – Mr R expressed concerning thoughts so Aviva wanted an assessment completed by the hospital.
- 20 March 2023 – Aviva spoke to the treating doctor who confirmed there were no concerns and he was calmer today.
- 28 March 2023 – Mr R was found unconscious and taken to hospital. The hospital said he was not fit to fly at the moment until they had assessed his response to medication.
- 30 March 2023 – The treating doctor emailed Aviva and confirmed Mr R had been seen and they wanted to ensure he was stable 1 week after discharge before giving the all clear to fly.
- 15 April 2023 – Aviva emailed the representative and confirmed it would get clarity on

Mr R's fitness to fly by air ambulance.

- 26 April 2023 – Aviva emailed the representative and said that as Mr R was continuing to have treatment, they were continuing to clarify several points with his GP and consultants at the request of underwriters noting his medical condition prior to travel. It said: *"This is to establish whether his current treatment is related to any aspect where he was under investigation in a hospital or out-patient clinic or awaiting results of tests/investigations, prior to his trip...Of course, if we establish that is indeed the case, we will advise you of any effect on cover accordingly but trust you note the position and enquiries being undertaken."*
- 27 April 2023 – The representative emailed Aviva and asked whether these checks should have been done previously. She said Mr R had a flight assessment before flying and caught Covid in Dubai which has had a severe impact. She said it looked like Aviva was looking for something to end his cover and asked it to be transparent.
- 4 May 2023 – The representative called Aviva and said Mr R had been seen by a cardiologist and he didn't think he was fit to fly.
- 12 May 2023 – The representative spoke to Aviva and wanted to speak to the medical team to see whether they think Mr R should fly against his treating doctor's advice.
- 16 May 2023 – Aviva spoke with the representative and said they would not repatriate Mr R without the treating doctor's agreement.
- 4 August 2023 – Aviva withdrew cover.

There were occasions where Mr R said he was anxious about flying in an air ambulance but there were numerous emergency hospital admissions which meant the AA had to be stood down on a number of occasions.

Ultimately, Mr R's treating doctors abroad didn't think Mr R was fit to fly. I have seen that the representative family member kept Aviva fully informed, asked questions and queried the actions after experiencing poor customer service which I will come back to later, below.

Overall, Aviva followed the recommendations of the treating doctor and had to act according to the frequently changing circumstances and numerous hospital admissions. I don't think it's fair or reasonable to say that Mr R refused repatriation. It was clear that he wasn't happy about it but when he was told cover would be withdrawn, he did agree to it. Following his agreement, his health deteriorated and he was then deemed not fit to fly by his treating doctors. Emergency admissions thwarted repatriation plans a number of times. Although there were instances where Mr R was deemed fit to fly by air ambulance, the situation and circumstances constantly evolved which meant he was then no longer fit to fly.

Claim handling concerns

I have set out a summarised timeline of events relating to claim handling issues:

- 15 December 2022 – The representative said she was disappointed as she had been told Aviva would receive the report from the hospital directly. She said she would get a hold of a copy urgently as her father was discharged on the basis of having the necessary equipment.
- 21 December 2022 – The representative called as the hospital was not accepting Mr R for a follow up without a GOP. She sent a further email to say there was no time left to see the doctor due to the mess around for the past 2

hours.

- 30 January 2023 – The representative was upset and said she had been chasing for weeks for the GOP and this was not in place by the time Mr R attended for his outpatient appointment today, and after waiting over an hour, they left. A new outpatient appointment had been arranged for Wednesday and they wanted a GOP in place before this. Aviva said it would discuss this with all involved parties.
- 2 February 2023 – The representative emailed to say the hospital had said the GOP for medication hadn't arrived and asked for this to be dealt with urgently.
- 16 February 2023 – There was a call between the representative and Aviva's doctor where she said Mr R was anxious that there was a lack of confirmation of a GOP for his appointment on the 20 February.
- 23 February 2023 – The representative called and said nothing had been arranged. Mr R was in an emergency situation and the hospital was requesting a GOP.
- 19 March 2023 – The representative called Aviva and said Mr R had been discharged on Friday and wanted an update. She said the hospital hadn't been paid and they were waiting for the equipment. Aviva said they were looking into the situation but didn't buy machines. She said the hospital would not discharge Mr R until he had the oxygen machine. The machine was authorised on 20 March after the hospital dealt with concerns about Mr R's mental state.
- 21 March 2023 – The representative asked for an urgent update as Mr R was becoming extremely agitated and wanted to leave the hospital. She asked when the machine was arriving and when the hospital would be paid.
- 17 April 2023 – The representative spoke to Aviva and it had been looking at an old report by mistake. She asked for clarification.
- 27 April 2023 – The representative emailed Aviva as it had said it was making enquiries into Mr R's pre-existing condition. She said she was worried and asked whether these checks should have been done previously. She said it seemed that Aviva was looking for something to end Mr R's cover.
- 1 May 2023 – The representative called and wanted to know what was happening.
- 7 July 2023 – The representative emailed Aviva and said she was disappointed that a GOP was sent of less than 1/5th of the amount requested for an ICU admission.
- 11 July 2023 – Aviva spoke to the representative to say they had no decision yet and she said she couldn't believe how long it takes to make a decision, as it was affecting Mr R's health as well as not solving the visa situation.
- 17 July 2023 – The representative called and asked for a decision on cover by tomorrow afternoon.
- 4 August 2023 – The representative spoke to Aviva and asked questions about the cover. She asked when Aviva would respond.

Mr R complained about poor service, lack of updates and delays in sending GOPs to the hospital amongst other things. Overall, Aviva accepted there were errors and mishaps and offered £600 compensation.

Due to the withdrawal of cover and a number of errors, I think a higher award is appropriate in all the circumstances of this case. Although Aviva was sending GOPs to the local agent, it was clear that there were issues with these being received by the hospital. At one point, after Mr R complained, the service did improve as the GOPs were copied to the representative. I think this could have been done sooner.

In addition, Mr and Mrs R were waiting on a decision about cover and chased, being left in a situation not knowing whether cover would continue. This was after Aviva had completed its initial GP checks and considered that Mr R's pre-existing medical history wasn't an issue. It then had to wait for a response from Mr R's consultant in the UK before making a decision. I cannot hold Aviva at fault for the consultant's delay in responding but Aviva could and should have carried out these checks at the outset when it was apparent that Mr R had seen his consultant before flying. There was enough information available to Aviva to ask further questions at the time as although his initial admission related to Covid, he had numerous pre-existing health conditions and this was very clear, very early on.

I also have to bear in mind that the representative is not covered under the policy, so I can't consider the distress and inconvenience experienced by the representative. As the majority of the communication was between Aviva and the representative, Mr and Mrs R were somewhat shielded from the impact of having to chase Aviva. But I recognise that Mr R would have been waiting for treatment and was aware of the delays and Aviva's actions as well as their inaction as the representative was reporting back to Mr R and explaining what was happening.

In summary, Mr and Mrs R were left without cover abroad when Aviva decided to withdraw cover in August 2023 based on an exclusion which I don't think applies. This would have been extremely worrying for them at a time where Mr R was very unwell. For this reason, I think a total award of £1,500 compensation for the distress and inconvenience caused as a result of the above issues over a number of months is more appropriate to recognise the substantial impact on Mr and Mrs R.

My final decision

For the reasons set out above, I uphold this complaint and direct Aviva Insurance Limited to reassess Mr and Mrs R's claim and pay them a total of £1,500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 11 March 2025.

Shamaila Hussain
Ombudsman