

The complaint

Mrs J and the estate of Mr J complain about the way AWP P&C S.A. handled a medical expenses and repatriation claim Mrs J made on a travel insurance policy after Mr J became critically ill abroad.

Mrs J's represented by Mr T, a close member of her family. But for ease of reading, I've referred mainly to Mrs J.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

In October 2022, Mr and Mrs J were abroad in a country I'll call N. They held specialist travel insurance which they'd taken out through their travel agent.

Unfortunately, on 15 October 2022, Mr J was taken seriously ill and was admitted to a local hospital. While it seems the travel agent got in touch with AWP's medical assistance company on the following day, AWP didn't open a medical file until 17 October 2022.

AWP's medical assistance company spoke with Mr J's treating doctor, who confirmed that the hospital in N couldn't provide Mr J with the treatment he needed. Therefore, AWP acknowledged that Mr J would need to either be repatriated back to the UK by air ambulance (AA) or taken to another, closer country (I) by AA for specialist treatment. While Mrs J's preference was for Mr J to be repatriated to the UK, AWP also looked into options for transferring Mr J to I for treatment.

On 18 October 2022, after looking into the availability of AA providers to both the UK and to I, AWP organised AA repatriation to the UK for Mr J. The repatriation was due to take place on 21 October 2022. In the meantime, Mr T had also contacted AA providers to investigate whether repatriation could take place sooner.

Unfortunately, on 21 October 2022, the AA experienced a technical issue and was unable to repatriate Mr J back to the UK. So a new repatriation date was scheduled for 23 October 2022. Sadly, Mr J's condition deteriorated and both Mrs J and Mr J's treating doctor asked for the AA repatriation to be cancelled.

Very sadly, Mr J passed away in N a couple of days later. AWP organised Mr J's repatriation, and also arranged for Mrs J and Mr T to fly back to the UK.

Mrs J was very unhappy with the way AWP had handled the claim. In brief, she felt that it had provided a lack of assistance; it had failed to keep her updated; she didn't think it had taken sufficient steps to organise an AA in a timely way and she felt it had left Mr T to deal with funeral directors in N. Mrs J was also unhappy that AWP had failed to pay a curtailment claim and that it had continued to send emails to Mr J.

AWP acknowledged that there'd been some errors in the assistance it had provided. It

settled Mrs J's curtailment claim on 1 May 2024 and it offered Mrs J £400 compensation.

Remaining unhappy with AWP's position, Mr T asked us to look into Mrs J's complaint.

Our investigator didn't think £400 compensation was enough to reflect the impact of AWP's mistakes on Mrs J. So she recommended that it should pay £600 compensation.

AWP accepted our investigator's assessment, but Mrs J didn't. So the complaint was passed to me to decide.

I issued a provisional decision on 20 February 2025, which explained the reasons why I thought AWP should pay Mrs J total compensation of £1000. I said:

'First, I'd like to offer my sincere condolences to Mrs J and to her family for the sad loss of Mr J. It's clear what a traumatic and difficult time this has been for Mrs J and for her family and I'm sorry to hear about what happened to Mr J. I'd also like to reassure Mrs J and Mr T that while I've summarised the very detailed submissions that have been made to us, I've carefully considered all that's been said and sent. In line with the remit of our service to provide a quick and informal alternative to the courts, I've focused on what I think are the key issues.

It's also important that I make clear the parameters of this decision. I appreciate Mrs J has concerns about the sale of the policy and the way it worked. AWP didn't sell the policy to Mr and Mrs J – the policy was sold by their travel agent on behalf of a broker which is authorised by the industry regulator in its own right and which is entirely separate to AWP. So if Mrs J remains unhappy with the way the policy was sold to her, she'll need to complain directly to the broker.

And I need to make clear our role, too. We're not the industry regulator, so we can't tell financial businesses to change their processes or procedures. Nor can we fine or punish the businesses we cover and we can't award punitive damages. Our role is to look into individual complaints brought by consumers to decide, whether based on the specific facts of that complaint, a financial business has done something wrong which has caused a consumer to lose out or to suffer material distress and inconvenience. I'd also add that we can only award compensation to an eligible complainant. In this case, that means I can't award compensation to Mr T or to Mr and Mrs J's children, as they weren't insured under the policy and they're not eligible to bring their own complaints to us about AWP's handling of this claim.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. I've taken those rules into account, amongst other relevant considerations, such as the policy terms and the available evidence, to decide whether I think AWP handled this claim fairly.

It's clear that Mr J became seriously unwell while he was abroad and that he suffered a medical emergency. AWP accepts that Mr J had a valid 'emergency medical expenses' claim under the policy. This included cover for emergency medical expenses, as well as AA repatriation, if medically necessary and the reasonable costs of repatriating a deceased policyholder to the UK.

AWP also accepts that there were failings in its handling of this medical assistance claim and it's now agreed to pay Mrs J £600 compensation. So I'll now go on to explain why I don't think this goes far enough.

I asked AWP for more evidence from its assistance team because I didn't think it had provided enough information to show what, if any medical input, had been given by AWP's

Chief Medical Officer (CMO) and what communications it had had with Mrs J and her family while Mr J was in hospital. I've taken that further evidence into account. I'd like to reassure Mrs J that AWP's medical team did have input into the clinical decisions that were taken to try and ensure Mr J received appropriate care – whether in the UK or in I.

The records show that while the travel agent seems to have told AWP's medical assistance company about Mr J's admission on 16 October 2022, it didn't open a claim file until the following day. This means AWP wasn't in a position to discuss Mr J's clinical situation with his treating team or to discuss the best way forward until a day later than it should have been. I can't say with any certainty that this would've meant AA repatriation could have been arranged any sooner, or that Mr J would ultimately have been fit to be repatriated. But it seems to me that if the claim had been logged as it ought to have been, AWP could have begun liaising with Mr J's treating doctor several hours earlier. This means investigations into the availability of AA providers could likely have begun some hours earlier too. In my view, this delay in speaking to Mr J's treating doctor and team and failure to communicate with Mrs J on 16 October 2022 likely caused her significant upset, given the seriousness of Mr J's condition.

I can see too that there were a number of delays in AWP contacting Mrs J and Mr T to offer meaningful updates. I'm mindful that given the remote location of N, the assistance team sometimes had difficulty in getting through to Mrs J and Mr T. But I also think AWP missed opportunities to provide Mrs J with proactive, meaningful updates on the steps it was planning to take and what support it could offer. Given Mr J was in a critical condition and Mrs J had been told by the treating doctor that he needed AA either to another hospital in a different country or to the UK because it couldn't provide Mr J with the treatment he needed, I think it would've been very important to Mrs J to be kept informed about what was happening. As I've said, I think AWP missed chances here to keep Mrs J updated about what actions it was taking and to confirm that it would be arranging AA – even if a date was uncertain. And I find this is likely to have caused Mrs J additional, unnecessary worry, on top of the upsetting situation she was already in.

And Mrs J has told us that needing to contact AWP took her away from Mr J's bedside at an incredibly important time. I appreciate that she would always have needed to speak to AWP at times to discuss the claim. But I think she was put to additional time in needing to chase things up which could have been avoided if she'd been given timely updates.

AWP's notes show that during one call, the call handler terminated the call because they felt Mrs J and her family had been threatening and aggressive. Unfortunately, AWP can't provide me with any copies of any of the calls that took place during the life of this claim, so I can't listen to what was said. It seems, from the notes, that the call handler had indicated that AA repatriation to the UK would be difficult because of difficulties in securing an NHS bed. It appears Mrs J asked for the call handler's name and a transcript of the call. There's nothing to show that at that point, AWP's assistance team had made any attempt to secure an NHS bed for Mr J. I appreciate there are often practical difficulties in making such arrangements and that managing a policyholder's expectations can be helpful. But in this case, I don't think it was helpful for the call handler to indicate that repatriation to the UK might not be possible due to NHS bed admissions when I can't see any attempt to make bed arrangements had been made. I think this added to Mrs J's anxiety and frustration. It also isn't clear that terminating the call because Mrs J had asked for a transcript of it was reasonable, given the situation.

The notes show that AWP was actively looking into options to transfer Mr J to I, as well as contacting AA providers to investigate repatriation to the UK. It isn't clear that AWP progressed looking into a transfer to I as much as it could have done, but the notes indicate that Mrs J's preferred option was for Mr J to be repatriated to the UK. So I don't think I could

fairly find that any failure by AWP to explore this option further with other providers caused Mrs J any material upset.

It's unfortunate that the only provider in a position to offer AA was unable to do so until 21 October 2022. I can see that AWP did look into other providers, although, as I've said, it doesn't seem this was properly or clearly explained to Mrs J. I can see it did contact hospitals in the UK to try and secure an admission for Mr J in a hospital close to his home.

In the meantime, Mr T was making his own enquiries to try and arrange AA for Mr J and I can see that he sent details of the proposed AA flight costs to AWP on 19 October 2022. One of the providers suggested that repatriation could take place within a day or two. It appears that AWP did discuss these quotes with Mr J's treating doctor, but as no defined flight schedule was set out, AWP didn't pursue these options. And given the timeline, even if AWP could have approved these quotes, it isn't clear that Mr J could have been repatriated before 21 October 2022.

Nonetheless, I think AWP could and should have clearly explained to Mr T and Mrs J what information it would need before it could progress these quotes any further – or indeed, why the providers might not meet AWP's safety requirements. And I think its failure to do so inevitably caused Mrs J additional worry and upset.

Unfortunately, the AA flight on 21 October 2022 couldn't take place because of a technical fault. I don't think I could fairly find AWP was responsible for the technical failure of an aircraft. This caused an unavoidable delay in Mr J's repatriation. But I can see from the notes that a medical crew visited Mr J in hospital that evening, without informing the family. Mrs J said this caused the family further upset. In my view, AWP ought to have let Mrs J know that such a visit was likely to happen ahead of time.

Sadly, while the AA was rescheduled for 23 October 2022, (which seems to have been the earliest available date) Mr J's condition deteriorated and the family and treating doctor let AWP know he was no longer stable enough to fly. And at this point, it seems Mr T indicated that Mr J was likely to pass away and that repatriation support might be needed. AWP's notes suggest that it did take prompt steps to look into getting in touch with its partner abroad and that it did take over arranging Mr J's repatriation back to the UK.

However, even after Mrs J had flown back to the UK, AWP continued to make errors in its handling of her claim. While I appreciate she no longer wishes to complain about the way the curtailment and hospital benefit claims were settled, I can see that these payments weren't made until May 2024. This was over 18 months after Mr J had sadly passed away. As the expert in the situation, I think AWP ought to have been aware that both hospital benefit and curtailment costs were covered. So I think it ought to have asked for the information it would need to assess a curtailment claim, to calculate settlement and pay Mrs J the settlement she was entitled to far sooner than it did. Instead, the claim was unnecessarily prolonged over several months, meaning that Mrs J was subject to further delays and was unable to resolve the matter. And I note that despite the late payment of the claim, AWP didn't award any interest on the settlement.

Additionally, even though AWP was aware of the circumstances of the claim, it still sent an email which was addressed to Mr J. I don't doubt that this caused Mrs J real distress.

In the round then, I'm not currently satisfied that the £600 AWP has already agreed to pay Mrs J is enough to reflect the material, significant distress and inconvenience the errors I've set out above have caused her. I think AWP's handling of this claim made an already awful situation for Mrs J far worse and that it could have taken steps to provide her with meaningful information and support. As such, I currently think that the fair outcome to this

complaint would be for AWP to pay Mrs J total compensation of £1000 (less any compensation amount it's already paid). I've thought about whether it would be fair for me to tell AWP to pay compensation for Mr J's distress and inconvenience too. But it seems from the evidence that Mr J was critically ill and on ventilation. So I don't think I could fairly find that Mr J was aware of the situation or that any failures by AWP caused him additional upset..'

I asked both parties to send me any additional evidence or comments they wanted me to consider.

AWP accepted my provisional findings.

Mr T provided a detailed response on Mrs J's behalf. Before I go on to summarise Mr T's letter, Mr T asked that I clarify that he isn't Mrs J's legal representative or specialist representative. In summary, Mr T said:

- While AWP may have looked into transferring Mr J for treatment in I, Mr J's treating specialist felt that the best option was a transfer to a country I'll call T. But that option lapsed due to the delay in AWP opening a file;
- Mrs J had relied on the advice of Mr J's treating doctors – she hadn't arbitrarily rejected a transfer to I. But the advice was clear that the only real option was for Mr J to be repatriated back to the UK. They felt the allegation that Mrs J had made decisions without relying on the advice of Mr J's doctors distressing;
- Mr T felt there had been some confusion between the AA AWP had looked into and the AA options he'd looked into. He said Mr J's treating doctor advised AWP that delaying repatriation until 21 October 2022 would deny Mr J treatment to his detriment and would impact his likely clinical outcome. Mr J's doctor had found an AA provider and it appeared there had been some liaison between AWP, Mr J's doctor and the AA provider, although Mr T and Mrs J hadn't been involved;
- That AA provider had contacted Mr T directly to ask him to enter into a contract for Mr J's repatriation, at a cost of £130,000. When Mr T directed the provider to get in touch with AWP, the provider said AWP wasn't responding;
- Mr T was concerned that AWP had given me the impression it had engaged with the two AA providers he had found, which was incorrect. The AA companies Mr T found could have flown the next day, but AWP hadn't got in touch with them;
- Mr T and Mrs J were surprised that the cancellation of the AA on 23 October 2022 had been framed as being down to the deterioration in Mr J's condition. The cancellation was also due to the fact that the jet involved would've needed to make fuel stops – including one stop in a country which the Foreign, Commonwealth and Development Office (FCDO) had advised against all travel to for British nationals. They therefore felt this route had never been viable;
- AWP had consistently said the remoteness of N was an issue. But it had been given clear instructions on how to contact Mrs J, Mr T and Mr J's doctor and chose not to follow them. It had also refused to provide a single point of contact, leading to multiple delays;
- The policy had been sold to cover holidays such as these, so if N had been too remote, Mr T questioned why the policy had been allowed to be sold;
- Mr T and Mrs J understood that we were not the regulator but had been told we were in contact with the regulator and there would be consequences for AWP;
- Mr T and Mrs J said that they hadn't been rude or threatening in the call which was terminated and found the suggestion that they'd been so to be offensive;
- While I'd stated that Mr J was on a ventilator, he hadn't been placed on one until 17 October 2022. So he'd been aware of AWP's failure to respond before that point.

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 still think the fair outcome to this complaint is for AWP to pay Mrs J £1000 compensation and I'll explain why.

Again, I'd like to reassure Mr T and Mrs J that while I've summarised Mr T's further submissions to us, I've carefully considered all he's said and told us. While I haven't commented on each point Mr T's made - and our rules don't require me to - I've borne in mind everything he's sent us. Again though, I've focused on what I think are the key points.

I'd also like to reassure Mr T and Mrs J that I wasn't suggesting that Mrs J had made decisions which were contrary to Mr J's treating doctors' advice and I'm sorry if they felt I'd made such a finding in my provisional decision. It's clear that Mrs J and Mr T's primary aim was to follow the ultimately clear medical advice that Mr J should be repatriated back to the UK for treatment. I appreciate it's possible that had AWP opened its claim file a day earlier, a transfer to T could have been considered and arranged. But I don't think there's enough medical evidence to show that such a transfer was medically appropriate for Mr J or that this option was lost due to AWP's actions.

AWP's notes show that it did look into different AA provider options – I can see it did proactively investigate AA companies which could safely repatriate Mr J back to the UK. The notes show that these were different companies to the AA providers Mr T found and which he told AWP about. I accept it might have been helpful and appropriate for AWP to explore with the AA providers Mr T had found whether they could repatriate Mr J earlier than AWP's provider could. But I still don't think there's enough persuasive evidence to show that these providers would've met AWP's requirements or that they could have obtained the necessary permits from N's government. So I don't think I could fairly or safely find that even if AWP had pursued these options, Mr J's repatriation could have been arranged any sooner. I'd reiterate though that I do think AWP should have told Mr T what additional information it would need to potentially progress these quotes as this may have offered more repatriation options. I'd add that I don't think I could reasonably hold AWP responsible for the actions of one of its preferred AA providers in contacting Mr T to ask him to enter into a contract with it.

I can entirely understand why Mr T and Mrs J would've found a single point of contact at AWP helpful. I explained in my provisional decision why I don't think AWP communicated with Mrs J and Mr T as proactively as it should have done and why I think this likely caused them distress. But the nature of medical assistance claims means that things can happen over a period of days and at any time of the night or day. So inevitably, it can be difficult for medical assistance companies to assign a single point of contact. I'd reiterate though that I didn't think AWP's decision to terminate a call because Mrs J asked for a transcript to have been appropriate in the circumstances. I can entirely understand how upsetting this must have been for her at an already incredibly difficult time. I'd also reassure Mrs J that I haven't seen evidence which indicates she acted in any way unreasonably during that call.

AWP's notes do strongly suggest that the cancellation of the AA flight on 23 October 2022 was because of the sad deterioration in Mr J's condition. I understand though that Mrs J had real concerns about the AA provider's planned route and that it contravened FCDO advice. In the circumstances though, even if I didn't think the planned route was appropriate, the overall evidence indicates that it's most likely that Mr J was sadly too unwell for repatriation to have been attempted on this day.

Mr T has queried whether the industry regulator has been given feedback about AWP's

actions. The regulator doesn't look into individual cases brought by consumers, though. It looks at wider issues. I'd reassure Mrs J that the regulator's rules do require financial businesses to learn from our decisions.

I've reconsidered again what I think is fair compensation in all of the circumstances and based on all the evidence. I've also considered what Mr T's told us about Mr J's consciousness prior to being placed on a ventilator. In the round though, I still think £1000 – which we'd class as a substantial award of compensation – is fair and reasonable to reflect what I think is the likely impact of AWP's mistakes. And I need to separate the impact of AWP's errors here from the impact on Mrs J of such an incredibly sad, traumatic and upsetting situation. So, overall, I find that the fair outcome to this complaint is for AWP to pay Mrs J £1000 compensation.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint.

I direct AWP P&C S.A. to pay Mrs J total compensation of £1000.

AWP must pay the compensation within 28 days of the date on which we tell it Ms J accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and the estate of Mr J to accept or reject my decision before 24 April 2025.

Lisa Barham
Ombudsman