

The complaint

Ms K is unhappy with the assistance provided by Aviva Insurance Limited under her travel insurance policy ('the policy'), after she slipped and injured her ankle abroad.

All reference to Aviva includes its medical assistance team.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

That includes the Consumer Duty, good industry practice and all the relevant industry rules and regulations.

The assistance provided by Aviva

Aviva has a regulatory obligation to handle insurance claims fairly and promptly.

In its final response letter dated September 2024, Aviva accepts that it should've provided Ms K with better service when it was contacted for assistance, after she sought emergency medical treatment abroad. It initially offered her £350 compensation and subsequently increased this to £500.

Aviva accepts that Ms K had to contact, and chase, Aviva more often than she should've for updates and to understand what was going on. I've taken this into account when considering the impact on Ms K.

Ms K says that after she was discharged from the treating hospital abroad, she wasn't transferred into the care of anyone whilst she waited for Aviva to finalise arrangements regarding her return flight back to the UK. Aviva accepts that it should've communicated better with Ms K on multiple occasions and better guided her through the repatriation process, so she was aware of what was going to happen.

However, I'm satisfied that the decision about whether Ms K should've been discharged from hospital, and on what basis, was ultimately a medical decision of the treating hospital to make. I can see that around that time Aviva was trying to locate suitable flights back to the UK for Ms K and her partner. I know that Ms K and her partner ultimately arranged their own hotel accommodation for one night, and I can understand why this would've been upsetting. I've also taken this into account when considering the impact on Ms K and fair compensation.

Aviva accepts that Ms K had asked to stay abroad when she knew she was being discharged from the treating hospital. She wanted to stay with family abroad to convalesce, rather than return to the UK where she says she would have no support. Aviva considered this request internally and decided that as Ms K was deemed fit to fly after discharge from hospital, it wasn't medically necessary for it to provide cover for her to remain abroad. Looking at the treating hospital's medical reports, I'm satisfied that this was a fair and reasonable decision for Aviva to make.

However, if Ms K did want to stay abroad, Aviva internally concluded that it would cover the cost of any subsequent flights back to the UK but would cease cover in the event of that she had a further illness or injury from 12 May 2024 (the day after she was discharged from hospital and when Aviva could arrange a suitable flight back to the UK).

Aviva accepts that this wasn't communicated to Ms K. Given what she says about not having support in the UK to assist, on the balance of probabilities, I'm satisfied that she's likely to have remained abroad on that basis, returning to the UK at a later date.

Had that happened, it's unlikely that Ms K would've been impacted by some of the other issues that occurred subsequently.

For example, because Ms K's return flight home was arranged within 48 hours, Aviva says it couldn't guarantee assistance at the airport. The possibility of Ms K not having assistance at the airport – including a wheelchair being made available to her - wasn't communicated to her in advance. The medical evidence from the time supports that Ms K shouldn't weight bare on one leg and was able to mobilise on crutches.

So, although Aviva wasn't directly responsible for the assistance not being available at the airport, and it had requested this when arranging the return flight for Ms K, this would've been avoided if Ms K had remained abroad for a week or two, as she'd originally requested. Further, if Aviva had arranged a flight for the day after, allowing the airline sufficient time to put the support Ms K needed in place, this is likely to have been avoided too.

Because of this, Ms K says that when she first arrived at the airport abroad, there wasn't any support available. This would've been upsetting, and Aviva accepts that it should've done more to warn her in advance of the possibility that assistance at the airport might not be available due to the timing of the booking. Ms K says a "tiny" wheelchair was subsequently located to help her move through the airport, so this would've alleviated the impact on her somewhat, but I still accept this would've been unnecessarily upsetting.

Ms K also says that on her return to the UK airport, no wheelchair was made available, which Aviva accepts. I've taken that into account when considering impact and also what Ms K says about, having spoken to airport staff, they did eventually manage to locate a wheelchair for her.

Aviva also accepts that it didn't arrange for appropriate transport for Ms K to get to the hotel after she was discharged from hospital the night before her eventual return flight. And, again, to meet her at the UK after she returned. I'm satisfied this would've been very upsetting and worrying for Ms K. Particularly she'd been advised not to put weight on one foot.

Ms K is also unhappy that Aviva didn't make arrangements for her to be discharged into the care of another hospital in the UK on her return to the UK.

As stated above, Aviva accepts that it had previously said that a transport would be arranged to meet her at the UK airport, but this didn't happen. It accepts that Ms K had to arrange (and pay for) a taxi upon arrival. I can see that, at Ms K's request, it was looking to arrange

transport to take her to a hospital near to where she lived from the airport. I accept that this would've been upsetting, particularly as she was relying on Aviva to assist and that she'd already had a stressful experience at the airport abroad by having to arrange assistance herself when support was readily available when she first arrived.

I can see that Ms K told Aviva that the treating consultant abroad said she needed to be released into the care of a specialist unit when she returned to the UK. However, I've seen no medical evidence that this was the case; or that it was medically necessary for Ms K to attend hospital immediately on her return to the UK. So, I'm not persuaded that the medical evidence supports that this reasonably ought to have been part of the repatriation plan.

The treating hospital's medical report only mentions that she'd need stitches removed within 15 days. Further, Ms K had been discharged by the treating hospital, suggesting that she didn't need ongoing monitoring at that stage. And although Ms K did attend A&E on her return to the UK and an x-ray was repeated, she was released thereafter.

In the circumstances of this case, and where there isn't an urgent medical reason for a policyholder to be admitted back into the care of a UK hospital as part of the repatriation plan, I wouldn't generally expect an insurer to facilitate the medical records from the treating hospital abroad to be made immediately available to a UK hospital. So, I don't think Aviva has acted unfairly in relation to this issue.

Impact

I've thought about whether £500 compensation fairly reflects the impact of Aviva's errors on Ms K. Ms K says Aviva should pay compensation between £5,000 and £10,000.

I have a lot of empathy for what Ms K went through whilst abroad. I accept that the cumulative errors made by Aviva greatly impacted her over a number of days and that this unnecessarily exacerbated an already very worrying situation. I can also understand why she feels let down by Aviva and that she and her partner had to end up arranging much of the assistance themselves.

I accept this would've been very upsetting and Ms K was situationally vulnerable. I have no reason to doubt what she says about still becoming upset when she thinks about what happened. She was also put to inconvenience, as set out in more detail above.

I know Ms K be very disappointed, and I don't seek to minimise the impact of Aviva's errors on her, but I'm satisfied £500 fairly reflects the distress and inconvenience she experienced.

When making this finding, I've taken into account that Ms K says she has needed therapy to help process what happened abroad. It's triggered anxiety and disorientation, and she says she's experienced palpitations. I'm very sorry to hear this. However, whilst I don't doubt what she says about her symptoms, I've seen no medical evidence which convinces me that therapy was directly due to the service errors made by Aviva when providing medical assistance or handling the claim under the policy.

My final decision

Aviva Insurance Limited has already made an offer to pay £500 compensation to Ms K. I think this offer is fair in all the circumstances.

So, my final decision is that Aviva Insurance Limited should pay Ms K £500 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 6 November 2025.

David Curtis-Johnson
Ombudsman