

The complaint

Mr and Mrs S are unhappy that AXIS Specialty Europe SE trading as AXIS Specialty London declined to fully cover a claim they made on their travel insurance policy.

What happened

Mr and Mrs S were on holiday when Mrs S fell and injured herself. She required surgery and this took place whilst she was abroad. AXIS agreed to cover some of the medical expenses, but not all of them. This was on the basis that Mrs S could have been repatriated to the UK for surgery.

Mr and Mrs S complained to AXIS as they said the medical evidence supported that Mrs S needed the surgery before she returned home. They were also unhappy with the repatriation arrangements which led to them returning in economy seats, rather than business class seats which they'd originally been told would be the recommended option. AXIS maintained their decision to partly settle the claim was fair, based on the available medical evidence. Unhappy, Mr and Mrs S complained to the Financial Ombudsman Service.

Our investigator looked into what happened and partly upheld the complaint. She didn't think it was unreasonable for AXIS to decline to cover the cost of the surgery, based on the available medical evidence. However, she thought that the service provided, particularly in the period between the surgery and Mr and Mrs S' return to the UK, was less proactive than it could have been. She thought AXIS should pay £300 compensation, additional accommodation costs and refund the cost of Mr and Mrs S amending their flights during the process of arranging the repatriation.

Mr and Mrs S didn't agree and asked an ombudsman to review their complaint. In summary, they felt that key medical evidence had been overlooked and that Mrs S had not been fit to return to the UK. They explained that the advice they'd received from the treating doctor was that the pain during the flight would be horrendous and would be unmanaged during the flight. They didn't think the compensation reflected the distress and inconvenience caused by the situation.

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.

I'm sorry to see that Mrs S experienced a fall and suffered injuries whilst she was on holiday. I can appreciate that it must have been a difficult time, particularly when she was in pain. I can also understand that it's very worrying for Mr and Mrs S to have incurred significant medical costs as a result of what happened.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mr and Mrs S have, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are an informal dispute

resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

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

The starting point is the policy terms which say an insured person is covered for necessary emergency medical, hospital and treatment expenses. There are exclusions in the policy for any surgical or medical treatment which can reasonably be delayed and expenses which haven't been authorised.

I'm partly upholding this complaint as I think it's fair and reasonable for AXIS to pay £300 compensation, the cost of accommodation between 3 and 6 January 2025 and the flight amendment costs. I'll explain why.

- I think AXIS made it sufficiently clear to Mr and Mrs S that they weren't authorising the surgery prior to it going ahead. So, I think they were made aware that there was no authorisation for it.
- The decision to decline cover was on the basis that Mr and Mrs S could be repatriated for surgery. I think that was a reasonable decision based on the medical evidence provided to AXIS at the time. In my view, AXIS reasonably interpreted that evidence to mean that Mrs S could return home for surgery. AXIS is entitled to rely on the medical information provided to reach a decision.
- Mr and Mrs S say they were told, in summary, by the treating doctor that the surgery was required as Mrs S couldn't travel. The information Mr and Mrs S were given differs, in my view, to what AXIS were told. That's not something AXIS is responsible for as they are entitled to rely on the contents of the medical report.
- Mr and Mrs S have highlighted that the report said Mrs S could have surgery if the pain control wasn't adequate to mobilise. They say that on further examination they were told the pain would be horrendous and couldn't be managed on the flight. The change in opinion about fitness to fly and/or surgery on repatriation wasn't communicated to AXIS until after the surgery had already taken place. And, in any event, the report doesn't persuasively explain why there was a change in the treating doctor's opinion that there was the option for the surgery to be carried out in the UK.
- I can also see that the treating doctor provided a more recent report with further information. I think it's reasonable for AXIS to place more weight on the contemporary records. And, in any event, the information given within the more recent report doesn't clearly explain why there was a change in the view that surgery in the UK was no longer an option.
- Furthermore, AXIS tried to contact the hospital to discuss the discrepancy between what Mr and Mrs S were being told and the information in the medical report. So I'm satisfied they took reasonable steps to address this. But they were unable to contact the treating team, and the surgery went ahead in the meantime. The hospital didn't provide further information to AXIS to say Mrs S wasn't fit to fly until after the surgery had taken place. And, in any event, as I've outlined above AXIS had made it clear they weren't authorising it before the surgery took place.
- Once Mrs S was discharged I'm satisfied that the repatriation arrangements weren't

made as quickly as they could have been. Unfortunately, this meant Mr and Mrs S couldn't make their amended flight time as there wasn't enough time for medical clearance to be obtained. This also meant that Mr and Mrs S had paid to amend their flights and weren't able to use them. I'm satisfied this was avoidable and caused them unnecessary distress and inconvenience.

- I appreciate that Mr and Mrs S were initially told that business class seats would be provided. However, the notes indicate that this was revised following discussion with the repatriation team. Whilst I appreciate this was disappointing I think AXIS have adequately explained why their view on this changed. The key consideration was giving Mrs S sufficient arm room which is why the revised view involved a row of economy seats. Based on the available evidence, Mrs S was also recovering well from her surgery and I don't think that was an unreasonable decision in the circumstances of this case. The decision taken reflected the views of the AXIS medical team rather than a decision based purely around cost.
- I can see that AXIS requested assistance for Mr and Mrs S so it was unfortunate that there were issues with accessing this support. And I can understand why it wasn't ideal that their return journey involved a transfer which was stressful. However, some of these factors were outside AXIS' control.
- I appreciate that there were times when Mr S was asked to facilitate information being passed between the parties, particularly medical information. I understand that was inconvenient at an already stressful time. However, I think this was due to difficulties in contacting the treating hospital and was with the intention to try and progress matters as soon as possible. In the circumstances of this case, I think that was reasonable.

Putting things right

I've carefully considered the impact of this experience on Mr and Mrs S. A lack of proactivity led to delays and caused avoidable inconvenience. However, I bear in mind that Mrs S was medically stable and had received treatment. I also must consider that there was distress and inconvenience caused by the trauma of experiencing a serious injury abroad. Overall, I think a total of £300 compensation for the avoidable distress and inconvenience caused fairly reflects the impact of issues for which AXIS is responsible.

AXIS also needs to pay the total of cost of the flight amendment charges (which I understand total £2241) and the cost of the additional accommodation charges between 3 and 6 January 2025 as I'm satisfied these were financial losses caused by the delays in repatriating Mr and Mrs S.

My final decision

I'm partly upholding this complaint and direct AXIS Specialty Europe SE trading as AXIS Specialty London 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 and Mrs S to accept or reject my decision before 30 December 2025.

Anna Wilshaw
Ombudsman