

## **The complaint**

Mr C complains about AXA Insurance UK Plc's handling of a claim under his travel insurance policy when he fell ill abroad.

All references to AXA include the agents appointed to handle claims and complaints on its behalf. All references to Mr C include the broker who acted on his behalf throughout the claim, where relevant.

## **What happened**

Mr C was insured under a travel insurance policy provided by AXA.

Unfortunately, Mr C fell ill abroad and contacted AXA to notify it of a claim. Mr C was admitted to hospital one day before the date of his original intended return flight to the UK.

Mr C was later discharged from hospital and was having regular follow-up medical reviews while AXA awaited his GP records to confirm cover. Mr C's treating doctors said he needed an operation, but AXA said it didn't think this was an emergency and that it wouldn't pay for it. Mr C had the treatment at his own cost.

Unhappy, Mr C complained to AXA who maintained its stance. It said it thought the surgery was elective and Mr C had gone ahead with it in the knowledge that the cost wouldn't be covered. However, AXA acknowledged failings in its communications and offered Mr C £50 compensation.

As Mr C remained dissatisfied, he brought the matter to the attention of our Service. One of our Investigators looked into what had happened and said he didn't think AXA had acted unfairly or unreasonably in the circumstances. Mr C didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

## **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.

For the avoidance of doubt, I'm satisfied Mr C brought his complaint to our Service within six months of the date on which AXA sent what I think constituted a final response. So, I think Mr C's complaint falls within our jurisdiction to consider, under the rules that govern us.

The background to this complaint is familiar to both parties, so I've only set out a short summary of what happened. This isn't intended as any discourtesy but, instead, reflects the informal nature of our Service as an alternative to the civil courts. And, while I've read and carefully considered all the information which both parties have provided, I won't be addressing every complaint point raised – nor am I obliged to. Instead, I'll only be addressing what I think are the key issues which need to be determined.

When making this final decision, I've taken into account industry rules about the handling of insurance claims as well as other relevant considerations.

#### Mr C's medical treatment on 27 February 2021

I've had regard to the terms and conditions of the policy, as well as to what I consider to be good industry practice by insurers when handling emergency medical assistance claims.

Mr C's policy covers emergency medical and surgical costs in certain circumstances. However, the policy terms and conditions go on to say:

*'This is not a private medical insurance policy. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until your return to your home area...'*

I'm not a medical expert and it's not my role to reach my own opinion about when I think Mr C was fit to fly back to the UK and/or whether I think the treatment he underwent on 27 February 2021 was emergency in nature and couldn't reasonably have been delayed until he returned home. Instead, I've weighed up the available medical evidence to decide on the balance of probabilities whether I think AXA acted fairly and reasonably in relying on this evidence to reach the conclusions it did.

AXA was entitled to assess and review the medical information received from Mr C's treating doctors to decide, in consultation with its own medical team, at what point it thought it was safe and appropriate for Mr C to return to the UK and/or whether further treatment could wait until Mr C's return.

I'd generally consider the evidence of a treating doctor to be persuasive, as they are the medical professionals actually treating the patient. However, I'd expect such evidence to be consistent and clinically detailed, and the evidence of a treating doctor isn't the sole determiner of what the best medical course of action is. The opinion of AXA's medical team, who are medically qualified and experienced in repatriation, also carries persuasive weight. The fact that AXA's doctors hadn't seen Mr C themselves doesn't mean it's fair or reasonable to disregard their opinion entirely. I wouldn't necessarily expect a local agent to visit Mr C in person – that's not generally what their role is.

I understand Mr C says the hospital told him he needed the surgery, and he couldn't fly but I have no way of knowing for certain exactly what was said, and I can only base my decision on the written medical reports which are available to me.

I've considered a medical report from Mr C's treating doctor, dated 22 February 2021 (around 16 days after Mr C was discharged from hospital) saying Mr C had been advised to have surgery, which was planned for five days' time. A further medical report from a different treating doctor, also dated 22 February 2021, says:

*'In this situation, I cannot recommend him to take more than a 5 hour flight to the U.K. He may have an emergency situation during the flight.'*

When AXA asked for further information, the doctor who had provided the first report said, in a letter dated 25 February 2021:

*'Please be advised this is not an Elective surgery .... So it is an urgent surgery and is not elective...*

*Please be informed that this gentleman is still having considerable pain ... However it is not life threatening if he travels.*

*Whether his Insurance company is requesting to bring him back to the U.K or else this is a decision between the Insurance company and the patient, to us we prescribed the patient's condition and our preferred management of plan.'*

An email dated 26 February 2021, from the doctor who provided the second medical report says *'I already did my medical report and it is already mentioned about that I don't recommend you to fly. I can not write any more than this. If you want to cancel the operation, I am fine with that.'*

For the sake of completeness, I should mention that I've also considered the contents of a report from a treating doctor dated 3 March 2021 stating that Mr C was not fit to fly. However, as this medical report wasn't contemporaneous and was completed after the treatment in question had already been carried out, I don't think it carries as much persuasive weight as the three medical reports completed beforehand.

I've then considered the opinion of AXA's medical team, whose initial notes point out that the treating doctors hadn't confirmed whether the treatment was emergency or elective when AXA was first notified of it over two weeks before it was due to take place. On reviewing further medical reports, AXA's medical teams' opinion was that Mr C's proposed procedures were not urgent and weren't contraindications for commercial flying, so recommended that Mr C return to the UK for surgery. A further review highlighted inconsistencies in the reports from the treating doctors and concluded it was unclear how a particular diagnosis had been reached based on the findings from an ultrasound and CT scan. AXA also said it thought some of the treating doctors' conclusions were medically unlikely based on the information available to it. Furthermore, AXA queried the timeline of events and, why, if surgery was an emergency, it had been planned more than two weeks in advance (although I understand Mr C says the treating doctors were attempting to get an infection under control before the surgery could be carried out). Ultimately, AXA's doctors' conclusions were that it couldn't support a plan of Mr C having surgery abroad and that it recommended commercial repatriation, and AXA thought Mr C's treating doctors had provided a lack of clinical reasoning as to why it considered Mr C wasn't fit to fly.

Overall, AXA's doctors raised what I think were reasonable and legitimate questions about the evidence presented by the treating doctors, and I need to also take this into account when making an independent and impartial decision, weighing this up with the treating doctors' reports which I don't think are as clear-cut as Mr C is suggesting.

On balance, I'm satisfied AXA's conclusions that Mr C was fit to fly and that the treatment which he underwent on 27 February 2021 wasn't an emergency wasn't unfair or unreasonable in the circumstances based on the medical information available to it at the time.

AXA clearly told Mr C it wouldn't cover the surgery if he chose to go ahead with it. In any event, I'm satisfied based on the content of a call which took place the day before the surgery, that Mr C intended to have the treatment regardless of what AXA told him.

I understand Mr C was in pain and it would have been a difficult journey for him to return to the UK unless he had the treatment. I also understand Mr C says he didn't actually want to have the treatment abroad. But this doesn't mean AXA should pay for the surgery – there are limits to what Mr C's policy covers, and the requirement for medical treatment abroad to be emergency in nature isn't an unusual one in travel insurance policies.

I fully accept the prevailing circumstances at the time relating to the Covid-19 pandemic were causing uncertainty and confusion, but I don't agree with Mr C's submissions that he would have been unable to obtain medical treatment in the UK due to quarantine restrictions at the time. I understand, upon Mr C's return to the UK, he experienced further medical issues, but it wouldn't be fair or reasonable to use the benefit of hindsight to conclude this must mean he wasn't fit to fly sooner than he did or that the treatment couldn't have waited until his return.

I don't dispute that Mr C needed the treatment he had, or that his medical condition could have been very dangerous. But this doesn't change the fact that I don't think the available medical evidence supports a conclusion that there was cover for this treatment under the policy terms and conditions. For these reasons, I don't think AXA acted unfairly or unreasonably by refusing to pay for Mr C's treatment on 27 February 2021 (or any costs thereafter).

I've thought about whether it would be fair and reasonable in the circumstances to direct AXA to pay a contribution towards the costs of Mr C's treatment based on what it would have cost AXA to repatriate him before the operation. But, having taken into account all the circumstances of this case including the lack of any medical commentary that a medical escort would have been necessary, I don't think there are any reasonable grounds upon which I could fairly direct AXA to pay anything more towards Mr C's claim than it already has.

#### AXA's handling of the claim

An insurer is entitled to make reasonable investigations into a policyholder's medical history before confirming whether a claim is covered. So, I don't think AXA acted unreasonably when concluding it couldn't confirm cover until it had received Mr C's GP records. Any delays by the GP surgery in providing these records were outside of AXA's control and I note AXA chased the GP surgery on a number of occasions.

It's clear AXA made an error when sending the original consent form to the GP, which may have had an impact on the length of time it took to ultimately receive the records but, overall, I'm not persuaded that any such delay made a difference to the eventual outcome in this case.

It also wasn't unfair or unreasonable for AXA to require written reports from Mr C's treating doctors. I wouldn't expect an insurer to make medical assistance decisions based on verbal descriptions of what the hospital has told the policyholder.

Overall, I think AXA generally handled this claim as I'd have expected it to. It tried to speak to the hospital and treating doctors on multiple occasions and made arrangements for Mr C to have an independent fit to fly assessment, although Mr C made it clear he intended to have the treatment anyway. However, there were aspects of the claim which I think AXA could have handled better, some of which AXA has already acknowledged. There were

times when AXA had been asked to speak to Mr C directly but didn't, and I think AXA could have been clearer in telling Mr C exactly what information it needed from the hospital and treating doctors but, even if AXA had done this, I'm not satisfied Mr C is likely to have acted any differently than he did. I think the offer of £50 compensation which AXA has made is fair and reasonable in the circumstances for the impact of its failings on Mr C.

I have sympathy for the situation Mr C found himself in, and I'm sorry to disappoint him, but I won't be directing AXA to do anything more.

### **My final decision**

My final decision is that I don't uphold Mr C's complaint.

AXA Insurance UK Plc has already made an offer to pay Mr C £50 compensation, and I think this offer is fair and reasonable in all the circumstances, so AXA Insurance UK Plc should pay this amount if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 December 2025.

Leah Nagle  
**Ombudsman**