

complaint

Ms H has complained about the way AXA Insurance UK Plc handled her travel claim and for flying her back home when she wasn't well enough to travel.

All references to AXA include its agents.

background

Ms H injured her knee while she was away on holiday. The following day she got in touch with AXA so that it could arrange for her to see a doctor. After going to a couple of hospitals that couldn't see her for various reasons, Ms H managed to find a hospital and got a referral to have a scan.

After she saw the radiologist she was referred to a consultant who said that she'd torn her knee ligament. She was advised to have treatment as soon as possible so she booked an appointment to see a physiotherapist. She later cancelled this because AXA wouldn't confirm it would pay for it.

AXA told Ms H that it was considering whether she should cut her holiday short and return to the UK to have her treatment there. AXA said this would depend on the cost of treatment abroad compared with the cost of flying Ms H to the UK. Ms H said that she'd rather remain abroad as she had nowhere to stay in the UK and also preferred to have private treatment rather than state treatment.

AXA said that she'd have to pay for private physiotherapy treatment whether she was in the UK or abroad because her policy doesn't cover rehabilitation costs.

After AXA compared the costs, it advised Ms H to cut her holiday short and go back to the UK. It said that if Ms H didn't do this she'd have to pay for her own treatment and accommodation abroad as well as other expenses relating to this injury.

Ms H agreed to go back to the UK. AXA booked her return flight. It arranged for Ms H to fly business class and also to have wheelchair and luggage assistance at the airport. Unfortunately Ms H only got assistance during parts of the journey.

Ms H complained to AXA who offered her £300 for the poor service she'd received. Ms H then complained to us and made the points I've detailed below in my findings.

Ms H wants compensation from AXA because she says its insistence that she fly made her injury worse which put her through a lot of stress both financial and emotional. She had to pay for all her treatment herself. She also wants to be compensated for all of AXA's inconsistent advice on cover and repeated failures in service.

Our adjudicator spoke to AXA who agreed to provide cover for Ms H having to cut her holiday short under the terms of her policy ("curtailment section"). He thought that this was a fair offer in addition to the £300 compensation already offered by AXA. He didn't think AXA had to pay for Ms H's physiotherapy as this isn't covered by her policy. Also AXA wasn't responsible for the airline's failure to provide her with assistance at the airport. He suggested she take this up with the airline.

Ms H didn't agree with the adjudicator and asked for the complaint to be looked at by an ombudsman.

I issued a provisional decision on this complaint in December 2015.

In that decision I said that Ms H's complaint should be upheld. I thought AXA had handled the claim poorly. It was sometimes slow to get back to Ms H, it didn't find her a suitable hospital and it didn't provide her with a translator.

Though there was no medical evidence to show that the flight itself affected Ms H's recovery I didn't think that AXA had enough medical evidence to suggest that Ms H was fit to fly when she did. Ms H had told AXA she was worried about the potential risks of getting on a flight such as the risk of developing deep vein thrombosis (DVT) but AXA ignored this. Fortunately this didn't happen.

I thought that as soon as AXA realised that the cost of returning Ms H to the UK was more than the potential cost of treatment it should've paid for the treatment instead. I thought this was evidence of AXA's poor handling of the claim.

My decision was for AXA to pay Ms H's pre-booked unrecoverable expenses as a result of her cutting her holiday short. And also any outstanding emergency medical treatment costs. I also asked AXA to pay Ms H £1,000 compensation in total for the trouble and upset it caused her. I didn't think that AXA should deduct any excess for the curtailment claim. For reasons I mentioned above, I didn't think it was necessary for Ms H to curtail her trip.

developments

Ms H responded to my provisional decision and made the following points:

- She wasn't able to afford a formal medical exam before she flew back to the UK. She was in contact with her physiotherapist in London and was describing her symptoms to her. She had told her physiotherapist she had much more control before flying back to the UK. After the flight her movement was more limited and painful.
- She thinks that AXA told her she couldn't claim for her pre-booked unused return flight. She asked if she can do this now in light of what I said in my decision.
- She asked if she could claim for food and transport costs. She hasn't kept receipts because AXA told her those wouldn't be covered. She asked if she could now claim £30 per day towards those costs.

AXA asked for me to explain why I increased the award for trouble and upset. Especially as there was no medical evidence to say Ms H's recovery had been affected by AXA's handling of the claim. It also said it wouldn't cover food costs. It made no other comments.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Ms H has accepted that there is no medical evidence to show what her condition was like before her flight. So I don't think there is enough evidence for me to say that the flight and any delays in treatment made her feel worse and affected her prognosis. Or that it was AXA's fault.

AXA hasn't said it won't pay for Ms H's pre-booked unused flight. I think the policy covers this cost and so AXA should pay it.

Ms H's policy doesn't cover food costs. That's standard in travel policies. So I don't think it would be reasonable to ask AXA to cover those costs.

Ms H wants to claim for transportation costs but I can't see that the policy covers any of those costs if they aren't pre-booked and unused. Even if it did, I don't think it would be fair to ask AXA to pay for them without any receipts. Ms H said AXA told her not to keep the receipts. I haven't seen any evidence of this on the file but if it did it was probably right to say this in this case because those costs aren't covered by the policy.

AXA's asked for me to explain in more detail why I've awarded Ms H more than our adjudicator did for the trouble and upset she was caused. I think AXA had handled the claim poorly. Not just in the way it handled one aspect of Ms H's claim but in the way it handled most of them. I struggled to see what benefit this policy provided to Ms H. My decision was made for the following reasons:

- AXA didn't arrange for her to visit a suitable hospital. Ms H did this herself. She was very upset because of this as well as being in pain.
- AXA didn't provide her with a translator. Ms H was in a foreign country where she didn't speak the language.
- It was slow to respond to Ms H's emails. Ms H was on occasions stuck in coffee shops waiting for AXA to find her a hospital; on one occasion she was in the airport waiting for AXA to arrange a hotel room for her so she could rest. Any delay was adding to what was already a very stressful situation.
- AXA didn't have enough medical evidence to say that Ms H was fit to fly despite its staff telling Ms H she was. I couldn't see what AXA based this on. One of the consultants warned Ms H that there was a risk of developing DVT on the flight. Fortunately this didn't happen. If it had, this would've had serious consequences on AXA if Ms H could show she wasn't fit to fly. I think Ms H thinking that there was this risk, whether it was a real risk or not, would've made her very anxious especially as her flight was so long. AXA didn't do anything to alleviate this anxiety.
- AXA knew there would be long breaks between Ms H's transfer flights. It didn't make suitable arrangements to make sure Ms H was comfortable during those long waiting periods. I accept it asked for a wheelchair for Ms H. But in one case the waiting time between two flights was so long Ms H couldn't check in for her connecting flight for three hours. Even if she had a wheelchair I doubt this would've been enough. AXA did eventually book her into a hotel but when she got there they didn't have her booking.
- It chose the more expensive option of repatriating Ms H instead of paying for her treatment abroad. I accept AXA paid the cost regardless but this is more evidence of its poor handling of the claim.

The rest of my findings are the same as they were in my provisional decision and I won't repeat them here.

my final decision

For the reasons above, I partly uphold Ms H's complaint.

AXA Insurance UK Plc must pay Ms H the following:

1. Any pre-booked unrecoverable expenses as a result of Ms H curtailing her holiday, as covered under the policy. AXA shouldn't deduct any applicable excess.
2. Any outstanding emergency medical treatment costs paid for by Ms H, less any applicable excess.
3. Compensation of £1,000 in total.

AXA should also pay interest at the simple rate of 8% a year on items 1-2 from the date they were paid by Ms H to the date it makes the payment¹.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 19 February 2016.

Anastasia Serdari
ombudsman

¹ HM Revenue & Customs requires AXA to take off tax from this interest. AXA must give Ms H a certificate showing how much tax it's taken off if Ms H asks for one.