

complaint

Mr A and Mrs R complain about the way U K Insurance Limited dealt with their travel insurance claim after Mr A had an accident abroad.

background

Mr A and Mrs R had travel insurance with UKI linked to a bank account. In 2014 they travelled to Europe in their campervan. Unfortunately Mr A had an accident and broke his elbow. He contacted UKI's assistance company (which I'll call UKI for simplicity).

There was some confusion about whether Mr A needed surgery abroad. In the end Mrs R drove their campervan to a public hospital in a neighbouring country, so Mr A could have surgery under the reciprocal health care scheme using his 'EHIC' card. But as he'd started treatment in a different European country the hospital wouldn't take the EHIC. UKI agreed to pay for the operation.

After the operation UKI said Mr A should return to the UK as soon as he was fit to fly. It would pay for him and Mrs R to fly home. Mr A said he'd prefer to stay abroad. Mrs R couldn't drive the campervan home alone. They couldn't leave the campervan as they had a pet with them, and valuables in the campervan.

UKI said its policy didn't cover the cost of bringing the campervan back to the UK or to assist with the pet. They should claim under separate insurance. If Mr A preferred to stay abroad he could. But UKI would cap the costs to 10 December 2014, the date it could have brought him home. It would only pay them their expenses until that date. After that it would cap the costs at £662. This was the amount it would have cost UKI to bring him and Mrs R home (less the cost for their return ferry which they'd not yet paid for).

Mr A didn't agree he was fit to travel home. So he should remain near the hospital until the follow up appointment two weeks later. On 20 December he told UKI he'd seen his surgeon, had completed his overseas treatment and had been given a programme of physiotherapy. He asked UKI to pay his costs up to that date. Earlier, UKI had told him it would pay the equivalent cost of an average hotel in that area for his campervan parking costs. He sent UKI the receipts for the extended stay, but it lost them. He complained about the overall handling of the claim.

UKI said it hadn't got Mr A's receipts, and apologised for its poor service. It paid him and Mrs R two amounts of £200 and £100 to compensate for the distress and inconvenience it had caused them. But it wouldn't pay more than the costs to bring them home. They came to us.

Our adjudicator said UKI hadn't attempted to contact Mr A's surgeon about his being fit to fly. She thought it fair that UKI pay Mr A and Mrs R's out of pocket expenses until 20 December 2014 when Mr A had completed his treatment. She said UKI should also pay a further £200 for its poor claims handling.

UKI agreed to pay a further £200. But it said Mr A had been fit to fly on 10 December 2014, so it would only pay his expenses until that date and cap any further costs at £662. UKI said Mr A initially didn't want to be brought back to the UK on his own (and then it offered to bring Mrs R home too). He then said he didn't want to leave Mrs R, the campervan and the pet

abroad. At no time did he say he wasn't fit to fly. It had asked him to get medical evidence to show he wasn't fit to fly and didn't. He knew his costs would be capped.

Mr A and Mrs R rejected the offer of a further £200.

my findings

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

I think it would be fair for UKI to pay Mr A and Mrs R's claim to 20 December 2014, the date Mr A's overseas treatment was completed. I'll explain why.

I can entirely see why Mr A and Mrs R didn't want to return to the UK following Mr A's surgery. They had the problem of bringing back their campervan and looking after their pet. So in reality Mrs R would need to stay behind, leaving Mr A to travel home alone. He'd then need to return when he was well enough to drive the campervan home. And Mr A said he didn't have anyone to help him at home, which given his injury (to his right arm when he's right handed), would have been a real problem.

This, alone, doesn't mean UKI would have to pay for Mr A to stay abroad when he was fit to fly home. The policy didn't give any cover to return the campervan to the UK or to look after their pet. So I can see why UKI said it would cap the costs at the point it thought Mr A was fit to fly home.

But I do think in this individual case that UKI should pay Mr A and Mrs R's claim to 20 December 2014 (after the follow up appointment) together with the cost of that follow up appointment. These are my reasons:

Mr A told UKI on 3 December 2014 (after surgery) that the surgeon said it was the worst break he'd seen, and that he'd want to see Mr A for a follow up appointment. The discharge note of 4 December 2014 doesn't say he was fit to fly. It *does* say that Mr A should return to see the surgeon in two weeks' time.

Mr A *did* tell UKI that he wasn't fit to travel in a telephone conversation on 9 December 2014. Also on 9 December Mr A emailed UKI to say he'd been told by the surgeon that his expenses, including the post operation follow up appointment, would be covered. And he said that UKI should contact the surgeon if this wasn't the case. UKI says (in a statement from the assistance company) it told Mr A he'd need to go back to his surgeon for evidence he was fit to fly. But I've not seen anything else to suggest UKI told Mr A he'd need to go back to his surgeon for this evidence. On balance, I don't think this was made clear to Mr A.

UKI was the expert here. It had the treating surgeon's telephone number and email address. It would need a fit to fly certificate to return Mr A home anyway, as its notes show the airlines required this. But it didn't contact Mr A's surgeon to ask why Mr A might not be fit to travel, why he needed to return for a follow up appointment or why there was no fit to fly certificate. Mr A explained in his complaint to UKI that his surgeon had told him the injury carried a high risk of blood clots, and he should remain near the hospital until the follow up appointment.

It's true to say that Mr A didn't want to return home. But I think there's also evidence that he wasn't fit to fly, which could have been confirmed or denied by the treating surgeon had UKI

contacted him. Its own medical evidence was from a medical adviser who hadn't seen or treated Mr A.

So I think UKI should fairly pay Mr A and Mrs R's claim up to 20 December 2014, in line with the cover available under the policy. It isn't entitled to cap that claim at £662 (the cost of returning them home). UKI told them it would pay accommodation costs at the equivalent of the cost of an average hotel in the area they were staying, so it doesn't matter that UKI hasn't found the receipts for parking their campervan. Mr A and Mrs R might need to give UKI further information about their other expenses, such as the fuel to get to the hospital where Mr A had his surgery. UKI must pay for the follow up appointment, if it hasn't already.

UKI has agreed to pay Mr A and Mrs R £200 (in addition to the £300 it has already paid them) for the inconvenience and distress caused by its poor handling of their claim. I think this is a fair and reasonable amount.

my final decision

I uphold this complaint. I require U K Insurance Limited to:

- pay Mr A and Mrs R's claim to 20 December 2014, in line with the cover available under the policy. (It must *not* cap the claim at £662 being the cost to return them home earlier). In the absence of receipts it's reasonable for it to pay accommodation costs based on the equivalent of an average hotel in the area for the extended stay, as it offered to do. U K Insurance Limited must also pay interest on the claim payment at the simple rate of 8% per year from the date Mr A and Mrs R made their claim to the date it makes the payment.[†]
- settle the cost of Mr A's follow up appointment with the hospital, if it hasn't already. If Mr A and Mrs R settled this fee directly, U K Insurance Limited must refund it to them and pay them interest on the fee at the simple rate of 8% per year from the date they paid the bill to the date it makes the payment.[†]
- pay Mr A and Mrs R £200 (in addition to the £300 it has already paid them) for distress and inconvenience.

[†] HM Revenue & Customs requires U K Insurance Limited to take off tax from this interest. U K Insurance Limited must give Mr A and Mrs R a certificate showing how much tax it's taken off if they ask for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs R to accept or reject my decision before 8 February 2016.

Amanda Maycock
ombudsman