

## **complaint**

Mr A has complained about the trouble and upset he suffered due to AXA Insurance UK Plc (“AXA”)’s mishandling of his repatriation when he was injured on holiday.

## **our initial conclusions**

The adjudicator considered that in the circumstances AXA’s offer of £500 compensation was too low and recommended a total payment of £1, 500. AXA did not agree but increased its offer to £1,000. It said it had followed the treating doctor’s advice.

## **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr A and AXA have provided. Mr A had to be repatriated for surgery following a serious injury. He was returning to the UK alone so had minimal support. The adjudicator has detailed AXA’s series of errors in organising the repatriation arrangements and the level of distress, pain and discomfort before, during and post flight that Mr A suffered as a result of these errors. The airline complained to AXA about the inadequate arrangements and AXA has accepted it mishandled the repatriation. It has said it was following the treating doctor’s advice but AXA’s file shows it received varying medical advice about the level of support Mr A would require. One report suggests a stretcher and nurse repatriation which did not happen. Had AXA spoken to Mr A direct about the repatriation arrangements it would have been clear the lesser arrangements it had put in place were not suitable. I am satisfied that Mr A suffered a significant amount of unnecessary distress, pain and discomfort which could have been avoided had AXA made appropriate arrangements. I agree with the adjudicator that the appropriate award taking account of all the circumstances is £1, 500.

**It is my final decision to uphold this complaint. I require AXA Insurance UK Plc to pay Mr A total compensation of £1,500 (less any payment it has already made to him).**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr A either to accept or reject my decision before 12 January 2015.**

*Nicola Sisk*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.