

complaint

Mrs F is unhappy with Union Reiseversicherung AG's (URV) decision not to pay her medical claim in full after being taken ill on holiday. Any reference to URV includes its agents.

Mrs F is represented by her daughter.

background

Mrs F went on holiday with her daughter in 2018.

Unfortunately, Mrs F became unwell and needed hospital treatment. Mrs F was spending part of her holiday on an island and was initially admitted to a small local hospital. She was given antibiotics and fluids to treat suspected gastroenteritis and dehydration.

Mrs F was discharged from the first hospital but continued to feel unwell and following a visit to a local clinic, her daughter arranged for her to be transferred by air ambulance to a hospital on the mainland. Mrs F's daughter said the first hospital didn't have the facilities to treat her mother and the level of care she received wasn't of the right standard; she said her mother's condition had been misdiagnosed.

Following her transfer to the mainland hospital, Mrs F's daughter said that hospital also didn't have the correct facilities to treat her mother and had also misdiagnosed her condition. Her daughter arranged for an air ambulance to return her to the UK for further treatment.

URV have accepted part of the claim including charges for the hospital stays and the air ambulance costs for transferring Mrs F to the mainland hospital. But it has refused to cover the costs of the second air ambulance to bring Mrs F back to the UK. URV said it wasn't medically necessary to repatriate Mrs F and that Mrs F's daughter arranged the air ambulance without consultation.

Mrs F would like the costs refunded by URV. Her daughter said URV wasn't maintaining open lines of communication and she felt abandoned, leaving her with little choice but to arrange the repatriation herself.

Our investigator considered the complaint but agreed with URV. He was satisfied the air ambulance transfer had been arranged without agreement from URV and the evidence he'd seen didn't show it was medically necessary to repatriate Mrs F.

Because Mrs F disagreed, the case has been passed to me for a final decision.

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've also considered industry standards – in this case the FCA Insurance Conduct of Business Sourcebook (ICOBS) - which sets out the standards an insurer needs to meet when handling claims.

This was clearly a very difficult and upsetting situation for Mrs F and her daughter - being unwell and far from home, must have been a frightening experience.

A significant amount of medical information has been provided including information from the professionals treating Mrs F during her holiday and on her transfer back to the UK. But I'm not a doctor. My role is not to decide whether the correct clinical diagnosis was reached or whether the treatment Mrs F received was of the appropriate standard. My role is to consider whether URV has acted reasonably based on the information available to me.

And based on everything I've seen, I agree with our investigator and for largely the same reasons. I know Mrs F will be disappointed, so I'll explain why I've reached that decision.

Policy terms

The starting point is always the terms and conditions of the insurance policy Mrs F held with URV. The policy terms constitute the contract between URV and Mrs F. In this case, the crux of this complaint relates to the air ambulance transfer back to the UK, so I've considered the policy terms relating to medical emergencies and repatriation. The policy terms say:

Section B2 – Emergency medical and other expenses

*7. With the prior authorisation of Emergency Assistance Facilities, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you to your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless Emergency Assistance Facilities agree otherwise.*

What this means is URV will cover the costs of repatriation if it's been agreed by URV in advance and if it considers the transfer medically necessary.

In this case, I'm satisfied URV did not pre-approve the air ambulance transfer between the hospitals or back to the UK. It has retrospectively agreed to cover the costs of the first air ambulance transfer as it's satisfied that transfer was medically necessary due to the lack of facilities available locally.

I've gone on to consider the circumstances around the repatriation, based on the evidence provided by both parties. I've listened to several telephone calls between Mrs F's daughter and URV, reviewed URV's system records and considered the additional information provided by Mrs F's daughter about the air ambulance arrangements she made. I've also taken account of the time difference between Mrs F's holiday location and the UK.

Based on this information, I'm satisfied Mrs F's daughter had started planning to repatriate Mrs F back to the UK without URV's agreement, prior to Mrs F's transfer to the second hospital. I say this because:

- In the first call to URV recorded on 11 July 2018, not long after Mrs F had been admitted to the first hospital, Mrs F's daughter asks about trying to fly her mother home. She asks URV's call handler about flying people home to the UK with oxygen and goes on to mention air ambulances and special flights. She also refers to chartering a flight home or to the USA and wants to "*speed things up*". URV's call handler asks Mrs F's daughter to send a medical report so the case could be assessed but doesn't make any commitment about covering the claim.

- I've seen email and text exchanges between Mrs F's daughter and air ambulance providers which refer to repatriation to the UK. I'm satisfied, based on the content and dates of these exchanges that Mrs F's daughter was considering returning her mother to the UK at an early point in her illness.
- I've also seen an email from the British Consulate referring to a conversation with Mrs F's daughter about repatriating Mrs F back to the UK, including reference to transferring Mrs F's mother to a mainland hospital before the return flight to the UK. This email is dated 12 July 2018.
- On the same date, sufficient funds to cover the cost of the air ambulance transfer back to the UK are transferred to Mrs F's daughter's UK bank account.
- And when URV called Mrs F's daughter on 12 July 2018, Mrs F's daughter says she's arranged an air ambulance to transfer her mother to the second hospital. She asks if the cost, at least in part, will be covered by the insurance. URV's call handler again asks about a medical report about Mrs F's condition before cover can be confirmed – which Mrs F's daughter says she will email to URV.

The day after Mrs F is admitted to the second hospital, further information shows that Mrs F's daughter was planning a further air ambulance transfer.

I've seen a letter from a hospital in the USA referring to an enquiry to treat Mrs F, as an alternative to returning her to the UK. This enquiry was made on 13 July 2018.

And in a call to URV, logged on 13 July 2018, Mrs F's daughter confirms she's paid the first air ambulance transfer *and* the second air ambulance back to the UK. Based on information I've seen, I'm also satisfied making arrangements for an air ambulance transfer generally requires some period of notice.

At this point, URV had just received a medical report from Mrs F's daughter but hadn't reviewed it. It's recorded as being received on 13 July 2018. In the next call to URV, approximately 24 hours later, Mrs F told URV's call handler that within the next hour, her mother would be starting her journey back to the UK.

I can understand why Mrs F's daughter wanted to bring her mother back to the UK as soon as possible but I'm satisfied her intention was to do so even without waiting for URV's authorisation. Because of that, URV's position was prejudiced. It didn't have the opportunity to make a decision about the eligibility of the claim, to consider arrangements for Mrs F's care, or to decide to bring her home using a preferred air ambulance provider. And having reviewed the medical report it received, URV's medical team have said it wouldn't have agreed to repatriate Mrs F.

Was the repatriation medically necessary?

Whilst I'm satisfied the repatriation arrangements were made outside of the policy terms, I've gone on to consider whether it would be fair and reasonable for URV to refund the cost of the air ambulance flight to the UK.

Mrs F's daughter has said the two hospitals overseas misdiagnosed her mother's condition and because of that it was medically necessary to bring Mrs F back to the UK for on-going

care. On her return to the UK Mrs F was admitted to hospital where she was treated for a short period before being discharged.

I've carefully considered the information about Mrs F's health given by the overseas hospitals and clinicians taking care of her, including the air ambulance medical team.

In order to protect Mrs F's personal information, I won't go into specific details about the information I've been provided with – that information is already known to the parties. I'm satisfied the information recorded about the problems Mrs F was experiencing are very similar, but not identical. And medication provided on the air ambulance to treat one aspect of her illness was the same as the treatment provided in the second hospital – and the same treatment that was provided on her return to the UK. As I've said, I'm not a doctor so I've relied on the information provided by the medical specialists treating Mrs F.

I've also gone on to consider whether Mrs F's condition warranted emergency repatriation to the UK. And based on the information provided, I cannot be satisfied there was an urgent need to return her to the UK at that time.

- She was being treated in the intensive care unit of the second hospital, the report confirms she was awake and in a stable condition, being given oxygen via a nasal tube. And in her call to URV, just before Mrs F was returned to the UK, Mrs F's daughter said her mother was "*getting better now*".
- I've been provided with a copy of the air ambulance 'medical necessity form' the title of which includes reference to '*non-emergency medical transportation*'.
- The air ambulance transfer form refers to Mrs F as "*alert, calm and co-operative*". And during the flight Mrs F is reported as "*stable*", being given oxygen, with an IV in place and being monitored by the in-flight doctor.
- I've also considered the report provided by the director of the air ambulance company who confirms Mrs F wasn't well enough to return home by passenger plane at that time as she needed monitoring, oxygen and intravenous medication. But this report doesn't suggest Mrs F's condition was so serious or unstable at that time that immediate repatriation to the UK was needed.

The level of service and support provided by URV

Mrs F's daughter has complained about the level of support she received when her mother was taken ill. She's said she was left to make decisions on her own and felt abandoned. I'm very sorry to hear that. URV has acknowledged this was a very busy time of the year – due to it being peak holiday season – and that call times and email responses were taking longer than expected. It offered Mrs F compensation for that and for failing to log her subsequent complaint about the service she'd received correctly.

In order to assess Mrs F's claim, URV needed a medical report – and from the information I've seen, that report was received on the day before Mrs F was repatriated to the UK. It's not unreasonable for URV to ask for information to validate a claim. And although URV didn't consider the medical report within 24 hours, I don't think that delay impacted this complaint. Mrs F's daughter had already arranged and paid for an air ambulance transfer back to the UK so even if URV had considered the medical report more quickly, I don't think it would have made a difference to the decision Mrs F's daughter had made.

I can see that most of the contact between Mrs F's daughter and URV was instigated by her and on one occasion when URV tried to contact Mrs F's daughter, the call notes show the call wouldn't go through. And on another occasion, when URV called, Mrs F's daughter has said the phone reception kept breaking down due to the location she was in. But I'm satisfied, URV couldn't progress the claim without the medical information it needed. Mrs F's daughter had agreed to send the information but in a call to URV, she was clearly struggling to get the medical report through because of problems with her email. On one occasion URV's call handler tried to help Mrs F's daughter to attach a photograph of the report to an email to send as she was struggling to use the functionality on her mobile phone and was very distressed.

Fundamentally the situation was moving quickly. Within the space of a few days, Mrs F had been admitted to two hospitals, having been transferred by air ambulance and was on her way home to the UK. Mrs F's daughter had kept in touch with URV but the medical report it needed wasn't received until the day before Mrs F was repatriated. Decisions had been made about Mrs F's care and repatriation without URV's involvement or agreement. And having retrospectively considered the information about Mrs F's health and care, I don't think it's unreasonable for URV to have reached the decision it has.

Although URV hasn't agreed to refund the cost of the second air ambulance transfer, it has, in its final response to Mrs F's complaint, offered to pay the costs it would have incurred - of Mrs F and her daughter remaining overseas until Mrs F was well enough to return to the UK by commercial flight with a nurse escort and transport from a UK airport to her home. I'm satisfied, based on everything I've seen that is a reasonable position for URV to take.

my final decision

My final decision is that I don't uphold this complaint. If it hasn't already done so, Union Reiseversicherung AG should pay Mrs F the compensation offered for poor complaint handling and the costs it would have incurred had Mrs F not been repatriated; a total of £14,517.14.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 27 September 2020.

Sian Brightey
ombudsman