

The complaint

Mr Z has complained about the way Aviva Insurance Limited dealt with his claim.

All references to Aviva include any agents acting on its behalf.

What happened

Mr Z had a travel insurance policy, underwritten by Aviva.

He travelled abroad and unfortunately had an accident. Mr Z was admitted to hospital for emergency treatment and contacted Aviva to assist him with medical expenses and arrange his repatriation.

Mr Z complained to Aviva as he was unhappy with its delays and service. He said it took too long to confirm cover, arrange an agent, reimburse his medical costs and arrange repatriation on suitable flights.

Aviva looked into the complaint, apologised for its failings and offered Mr Z £500 compensation. Mr Z didn't think this was enough and so he referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that the compensation amount of £500 was reasonable overall but Mr Z disagreed and said he thought £5,000 was more appropriate.

And so the case has been passed to me for a final decision.

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.

Having done so, I think Aviva's offer of £500 compensation is fair and reasonable in all the circumstances. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly, and shouldn't unreasonably reject a claim.

Aviva accepts that its service fell below a reasonable standard for which it has apologised and offered £500 compensation.

Mr Z doesn't think the amount of compensation is sufficient so it's for me to decide whether I think the amount is appropriate.

Our website sets out our compensation bands for distress and inconvenience. An award of £500 is reasonable where the impact has caused considerable distress, upset and worry with the impact typically lasting many weeks or months.

I will set out Mr Z's key concerns and my conclusions. But I will only briefly summarise the facts as they are already well known to both parties and have been set out in some detail by the investigator.

Mr Z is unhappy about delays and the way Aviva handled his claim. Specifically, he says Aviva took too long to confirm cover and arrange an agent to deal with the hospital and payments. He says it delayed in reimbursing his medical costs which he paid himself and there were customer service failings as Aviva failed to call back when promised. Finally, Mr Z says Aviva delayed in organising his repatriation and provided him with limited flight options.

I will deal with each issue in turn.

- Confirmation of cover

Having considered the timeline of events, I am satisfied there was no undue delay in confirming cover on Aviva's part. It contacted the hospital for a medical report but received a copy directly from Mr Z. It then arranged for this to be translated and reviewed by its medical team. This happened over 3 days which isn't unusual based on waiting for replies, translations and reviews by the medical team.

- Arranging an agent to liaise with the hospital, for payments

Aviva accepts it should have arranged an agent earlier and when it did arrange one, it wasn't always able to obtain the information it needed. Aviva apologised for not arranging an agent sooner. I've seen that Mr Z was also having difficulty in communicating with the hospital due to a language barrier and so an agent could have supported. Mr Z paid the sums due and claimed reimbursement from Aviva.

- Delays in reimbursement

Mr Z told Aviva he had paid the sums due for medical expenses directly to the hospital and Aviva accepts it delayed in reimbursing Mr Z. He had to chase to get full reimbursement.

- Customer service failings

Aviva accepts there were occasions where it promised to call back but then didn't do so.

- Delay in arranging repatriation

I am satisfied there was no undue delay in arranging Mr Z's repatriation. Aviva had to be sure that Mr Z was fit to fly and once an updated medical report was provided, it arranged for this to be reviewed by its medical team who confirmed Mr Z was fit to fly. Repatriation was arranged for the day after Mr Z was fit to fly – I don't think this was an unreasonable timeframe.

- Flight options

Mr Z says he wasn't presented with flight options and Aviva didn't consider the options he had sent. The options Mr Z has provided weren't viable as the flights were scheduled before he was fit to fly. Aviva has shown that the option it provided was the earliest viable option with the relevant assistance arranged (wheelchair assistance and business class with a lie flat bed). It transpired that the airline did not

have a lie flat bed but Aviva couldn't have known this when the booking was made and so I cannot hold it responsible for this. The booking confirmation shows business class and a lie flat bed were booked. So I don't think Aviva did anything wrong here.

Having considered all of the above, it is evident that Mr Z was clearly put to inconvenience and was stressed when Aviva delayed in arranging an agent at a time where he was vulnerable. Aviva didn't always call back when promised which meant Mr Z had to chase. And this would undoubtedly have added to his frustration. Furthermore, although Mr Z was able and willing to pay and claim, Aviva should have dealt with his reimbursement quickly and efficiently. I am pleased to see that Aviva accepted its shortcomings and apologised, which is what I would expect it to do.

In summary, it's clear that Aviva's service fell short of the standards expected. The offer of compensation it has made is in line with what I would expect to see for the failings identified. I don't doubt the impact of the poor service on Mr Z but I have to separate that from the effects of the accident and the actual service provided by Aviva.

If Mr Z now wishes to accept the offer made by Aviva, he can do so.

My final decision

For the reasons set out above, I think Aviva's offer of £500 is reasonable so I won't be asking it to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 5 February 2024.

Shamaila Hussain
Ombudsman