

The complaint

Ms E is unhappy with the way in which AWP P&C SA handled a claim made under her travel insurance policy ('the policy').

All reference to AWP includes its medical assistance team. And although Ms E is being represented, I'll refer to Ms E throughout as it's her complaint.

What happened

Whilst abroad at the end of 2022 – on an extended trip - Ms E suffered a knee injury. She sought medical attention and was told that she'd most likely sprained her knee.

However, her knee deteriorated, and AWP was contacted for assistance under the policy. AWP agreed to provide cover and said that its medical team proposed repatriation to the UK with the following conditions:

- Regular flight in business class
- Wheelchair
- Taxi both sides to home address
- Urgent follow up in the UK

AWP also asked for a medical report to be provided from the medical facility.

Subsequently, Ms E had an MRI scan on her knee, and, around 22 December 2022, an orthopaedic surgeon diagnosed a tear in her knee and proposed surgery.

The orthopaedic surgeon advised that:

- the chance of successful repair decreases with increased delay between injury and surgery.
- Ms E was fit to fly but they recommended waiting until six weeks post-injury (so mid-January 2023) to fly to reduce her risk of DVT.
- a large seat on the plane would be required together with help with baggage.

In light of the orthopaedic surgeon's advice, a flight back to the UK was arranged for six weeks post-injury.

At the end of December 2022, Ms E's dad emailed AWP to say that an appointment had been arranged with an orthopaedic surgeon on Ms E's return to the UK as part of the urgent follow up treatment Ms E required in the UK.

AWP replied that the policy only covered medical costs abroad and it wouldn't cover any medical costs incurred after returning to the UK.

Ms E is unhappy because AWP initially included in its repatriation proposal that Ms E required urgent follow up in the UK and so believed that AWP would be covering the costs of the treatment required.

Otherwise, she says she could've stayed in the country she was living and working under a visa and had the required medical treatment there. By returning to the UK for treatment, she says she has lost out financially as she left the job she had whilst abroad.

Ms E is also unhappy that from the start she says AWP wanted to repatriate her to the UK to save money, even though – as it transpires – it would not have been safe for her to fly as advised by the orthopaedic surgeon.

As AWP didn't reply to her complaint, she brought a complaint to the Financial Ombudsman Service. Subsequently, AWP issued its final response letter at the end of March 2023 apologising for the service she received, which it accepted wasn't to the required standard. It offered Ms E £85 compensation as a gesture of goodwill.

Ms E didn't agree that this amount fairly compensated her for the impact of AWP's errors. Our investigator looked into what happened and recommended that the £85 now offered by AWP was fair and reasonable. Ms E disagreed and provided further points in reply. These didn't change our investigator's opinion so the complaint has been passed to me to consider everything afresh to decide.

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.

AWP has a regulatory obligation to treat customers fairly. It must also handle insurance claims fairly and promptly.

The relevant terms and conditions of the policy

Section A of the terms and conditions of the policy sets out the cover for emergency medical expenses.

It reflects that cover is provided for:

normal and necessary receipted expenses of emergency or surgical treatment incurred outside your home country.

It also says:

Note

The insurer reserves the right to repatriate you to your home country when in the opinion of the medical emergency assistance service you are fit to travel.

And the exclusions relating to this section of the policy includes AWP not paying for:

any claim directly or indirectly caused by, arising from, or in connection with...
...medical expenses incurred in your home country".

AWP's handling of the claim

When first being contacted for assistance in relation to Ms E's knee injury, AWP did propose repatriation back to the UK with conditions. But, from reading the email, I think that was subject to receiving a medical report from the medical facility abroad.

Matters then progressed and Ms E had an MRI and met with the orthopaedic surgeon around 22 December 2022. AWP agreed to proceed in light of the orthopaedic surgeon's advice and arranged a flight home for six weeks after the injury happened. I think that was reasonable.

I know Ms E is concerned that if she'd not seen the orthopaedic surgeon and had followed the advice of AWP at the time, it might not have been safe for her to fly. I do not seek to minimise her concern but ultimately, she wasn't repatriated back to the UK before the date advised by the orthopaedic surgeon. And I'm not persuaded that Ms E experienced any detriment as a result of AWP's initial proposal that she could be repatriated to the UK based on the information it had at time and subject to reviewing a medical report.

When initially advising Ms E that she should be repatriated to the UK, one of the conditions included "urgent follow up in the UK". I agree that it should've been made clearer that AWP would not be arranging or paying for the follow up treatment after returning to the UK.

So, I'm persuaded that Ms E would've been upset to find out a couple of weeks before flying back to the UK that she'd be responsible for arranging further treatment through the NHS or self-funding treatment if she wanted to access private medical care in the UK. I'm satisfied AWP's offer to pay £85 compensation fairly reflects the upset and distress she experienced as a result of its error.

However, I'm also satisfied that the ultimate decision taken by AWP was fair and reasonable and in line with the policy terms which clearly sets out that AWP only covers emergency or surgical treatment incurred outside Ms E's home country.

I'm satisfied that the medical evidence I've been provided with doesn't support that Ms E required emergency surgery on her knee. Although the orthopaedic surgeon advised that the chance of successful repair of the knee decreases with increased delay between injury and surgery, I've seen nothing to suggest that this meant the surgery had to be completed urgently and before the earliest date they recommended Ms E should fly – around three weeks after the date of their assessment of Ms E. And whilst abroad, awaiting repatriation, Ms E was having physiotherapy on her knee.

AWP had made clear its position two weeks before Ms E was due to fly to the UK and, if at that time, she wanted to remain abroad for treatment rather than return to the UK, there's nothing to suggest she couldn't have done that.

The orthopaedic surgeon advised that Ms E was fit to fly but recommended she wait until mid-January 2023 to do so, which AWP agreed with. Further, I've explained above why I think surgery on her knee wasn't an emergency. So, if Ms E had elected to remain abroad to have surgery in the country she was staying in, I'm satisfied this wouldn't have been covered under the policy.

I know Ms E is unhappy that by returning to the UK she lost out on the potential income she could've carried on earning if she'd remained abroad, but I don't think I can reasonably hold AWP responsible for that. I don't think it's position that she be repatriated to the UK for further treatment on her knee was unreasonable, particularly as there was no reason why she shouldn't fly from mid-January 2023 and didn't require emergency treatment.

Other issues

Ms E has more recently told our investigator that AWP aren't paying travelling expenses she incurred abroad and claimed for. That wasn't part of the complaint initially brought to the Financial Ombudsman Service. If Ms E is unhappy that AWP hasn't paid all or part of her claimed expenses, she's free to raise her concerns with AWP in the first instance so that these can be investigated and responded to.

Putting things right

AWP should pay Ms E £85 compensation for distress and inconvenience.

My final decision

I partially uphold this complaint and direct AWP P&C SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 5 December 2023.

David Curtis-Johnson
Ombudsman