

The complaint

Mr and Mrs E complain about the way that Aviva Insurance Limited handled a medical assistance claim they made on a travel insurance policy.

All references to Aviva include the actions of the medical assistance agents acting on its behalf.

What happened

The background to this complaint is well-known to both parties, so I've simply set out a summary of what I think are the key events.

Mr and Mrs E were abroad in a country I'll call D. They were due to fly back to the UK on 20 June 2023. Unfortunately, on 11 June 2023, Mr E was admitted to hospital suffering from pneumonia. On the following day, 12 June 2023, Mrs E contacted Aviva's assistance team to make a claim. Aviva asked the treating hospital for copies of Mr E's medical reports, however, the hospital said these weren't received.

Subsequently, on 13 June 2023, Mrs E let Aviva know that Mr E had been discharged back to their hotel. But the hospital had required Mr and Mrs E to settle the bill before they left. Aviva chased up the medical information from the hospital. Ultimately, on 14 June 2023, Mr and Mrs E forwarded on x-ray images and Mr E's medical report to Aviva.

The medical information was referred to Aviva's clinical team and was reviewed by both a nurse and a doctor. Both clinicians were concerned about Mr E's oxygen levels and blood test results and recommended that he should return to the hospital. Aviva also indicated that it felt Mr E might need to be repatriated back to the UK with a medical escort.

Mr and Mrs E were unhappy with Aviva's recommendations. They were concerned about the cost of further medical care. They said Mr E's treating doctors had discharged him and that he would be fit to fly with oxygen which could be arranged through the airline. They also referred to further medical reports which they maintained were available from the hospital. They made a complaint about the service they'd received from Aviva's medical assistance company.

And Mr and Mrs E brought forward their return flight and returned to the UK on 15 June 2023. They were subsequently issued with a claim form on 20 June 2023, which they sent back three days later. Mr and Mrs E chased Aviva for a claim acknowledgement on 26 June 2023. They were unhappy with delays in handling their claim.

So Mr and Mrs E asked us to look into their overall complaint about the way their medical assistance claim had been handled.

Our investigator was satisfied that Aviva had made reasonable attempts to request information from the treating hospital which wasn't forthcoming. And he didn't think it had been unfair or unreasonable for Aviva's medical assistance team to rely on the medical reports it had been sent on by Mr and Mrs E. He felt the clinical team had been acting in Mr

E's best interests when it recommended that he return to hospital. However, he did think Aviva had made some avoidable errors when it handled Mr E's claim. He thought it could have acknowledged Mr and Mrs E's communications more promptly. He also felt it had made some administrative errors, such as not including Mr E in emails it sent to Mrs E, despite clear requests to do so. So he recommended that Aviva should pay Mr and Mrs E £200 compensation.

Aviva agreed. But Mr and Mrs E didn't and I've summarised their responses below:

- They'd understood that Aviva had a contract with the treating hospital, so they questioned why it had had so much difficulty in getting in touch with it;
- They'd asked Aviva to send them copies of emails it had sent to the hospital and it hadn't done so. The only copy of an email they'd been sent hadn't included all of the information they believed the hospital needed to allow it to trace Mr E. They'd had no choice but to return to the UK early. They felt Aviva had suggested it would report them to the airline industry regulator if they didn't comply with its recommendations
- The medical records Aviva had relied on weren't the hospital's discharge notes. The treating consultant had been happy to discharge Mr E and had told him that they'd complete the airline's medical forms. They questioned why Aviva hadn't accepted what the treating hospital had said. And they hadn't had any problem with returning to the hospital, but they didn't know what Mr E would be returning for and they had no money to cover the cost of doing so;
- There was a failure of continuity of care, as they'd had to speak to many different people during the claim;
- The airline was able to provide in-flight oxygen, despite what Aviva had told them;
- They felt £200 compensation was unacceptable and that they should be paid around £3000-4000;
- They didn't think the investigator had understood the seriousness of the situation. They'd been traumatised by the situation and by the way Aviva had handled their claim. They felt they'd shown that Aviva had misled the investigator.

The complaint's been passed to me 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.

Having done so, whilst I'm very sorry to disappoint Mr and Mrs E, I think that Aviva's offer to pay them £200 compensation is fair and reasonable in all the circumstances. I'll explain why.

First, I'd like to reassure Mr and Mrs E that while I've summarised the background to this complaint and their detailed submissions to us, I've carefully considered all that's been said and sent to us. Within this decision though, I haven't commented on each point that's been made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

It's also important that I make it clear that this decision will only consider the way Aviva handled this claim. A complaint about Aviva's claim decision will be considered separately by

this service.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that financial businesses must pay due regards to the interests of their customers and treat them fairly. So I've taken these rules into account, amongst other things, when deciding whether I think Aviva treated Mr and Mrs E fairly.

It's clear that Mr E became very unwell during a holiday which had been planned to celebrate a special occasion. I don't doubt what a worrying time this must have been for Mr and Mrs E.

There's no dispute that Aviva 'recognised' the treating hospital Mr E was admitted to. This broadly means that it's a facility Aviva is satisfied can provide appropriate care to policyholders. However, generally, an insurer will still need to follow standard medical assistance procedures - such as contacting a treating hospital by email or phone - to request medical information before cover can be confirmed.

I can see that Mrs E notified Aviva about Mr E's admission the day after he'd been taken into hospital. And I can also see, from Aviva's claims notes, that the call handler first emailed the treating hospital to request information about Mr E's condition and the likely costs, within 25 minutes of that call. In my view, this was a prompt and appropriate response from Aviva. And I agree that without medical reports to show Mr E's diagnosis and what treatment he was receiving; along with other information, Aviva wasn't in a position to confirm cover or move the claim forwards.

Unfortunately, Aviva didn't receive the medical reports it required. Aviva's notes show that Mrs E made it aware that the treating hospital hadn't received its request on the following day. By this point, Mr E had already been discharged from hospital and had settled the outstanding bill. It appears that a few hours later; Aviva chased this request up with the hospital- again by email. It might have been helpful if Aviva had sent the email more promptly. But as Mr E had already been discharged by this point, I don't think his position was prejudiced by any delay here.

I appreciate Mr and Mrs E asked Aviva to send a copy of its email to them to demonstrate that it had requested information from the hospital. Aviva sent a copy of the email to Mrs E on 13 June 2023. I accept it doesn't show the recipient email address. But it mirrors the email included in Aviva's notes, which does appear to have been sent to the treating hospital. So I'm satisfied Aviva did respond fairly and promptly to Mr and Mrs E's own information requests during the claim.

As Aviva still didn't receive any information from the treating hospital, despite its requests, which it also says were made by phone, it asked Mr and Mrs E if they could send through any medical information they had. Mr and Mrs E sent Aviva copies of Mr E's x-rays and a medical report dated 11 June 2023 on 14 June 2023. I can see that the relevant medical information was promptly reviewed by two members of Aviva's clinical team. In my view, it was appropriate for clinical staff to review Mr E's medical notes to establish cover, but also to establish his health and whether he was fit to fly.

The report pre-dated Mr E's discharge from hospital. However, it showed that upon admission, Mr E's oxygen levels were very low - and upon treatment, had risen to around 84%. Blood tests showed Mr E had potentially concerning results which could indicate a more serious problem. And an x-ray suggested Mr E could be suffering from cardiac issues. So Aviva's nurse and doctor both felt it would be appropriate for Mr E to return to the hospital for further testing. During calls with the clinical team, Mr E was also noted to be breathless.

While I appreciate Aviva didn't tell Mr E exactly what tests he might require, I don't think it acted unreasonably by raising its clinical concerns with him. I think it made it clear it wanted Mr E's condition to be assessed. I think it was reasonable and appropriate for Aviva to want to be satisfied that Mr E was sufficiently recovered to be able to safely undertake his holiday and fly back to the UK. The report it had available made no mention of Mr E's fitness to fly and nor did the doctor suggest any requirements Mr E might have had for oxygen. In the absence of the discharge report, there was little further medical evidence Aviva could rely upon.

I'm satisfied too that Aviva indicated it would place a guarantee of payment with the hospital to allow Mr E to return for further check-up testing. So it seems it may well have paid the costs of him doing so.

Given the content of Mr E's medical report, I don't think it was unreasonable for Aviva to have concluded that he might require repatriation with a medical escort. On the contrary, I think it seems Aviva was acting in Mr E's best interests to ensure he could fly back safely. It isn't at all clear that the treating doctor ever provided a fit to fly certificate for Mr E, or what oxygen arrangements had been intended to be put in place for him. I've seen evidence that Aviva's nurse emailed the hospital to ask for all of Mr E's medical reports and that they emailed Mr E's treating consultant to ask specific questions about Mr E's fitness to fly unescorted. Again, I think this is evidence that Aviva sought to support Mr E to ensure he could return to the UK safely and that it took reasonable steps to obtain the medical information it needed to assist Mr E.

I'd add too that I don't think Aviva ever suggested that it would report Mr and Mrs E to the airline regulator. It simply referred to the regulator's guidelines which it took into account when considering the best way forward. And Aviva's notes show that it discussed the airline's oxygen requirements with a repatriation specialist company. Aviva was told the airline would require Mr E to fly with a doctor or nurse escort and medical clearance before oxygen could be given. Based on the information it was given, I don't think Aviva sought to mislead Mr and Mrs E in any way.

It's unfortunate that Aviva wasn't provided within any discharge information ahead of Mr and Mrs E's early return to the UK on 15 June 2023. But as I've explained, I'm satisfied that Aviva did make fair and reasonable attempts to obtain this information. And I've seen no compelling evidence that it acted unreasonably or unfairly when it advised Mr E to return to the hospital. It was Mr and Mrs E's choice to cut short their trip without further assistance from Aviva and I can't fairly hold Aviva responsible for this decision.

In the round, like the investigator, I think Aviva was trying to provide Mr and Mrs E with effective support to ensure that Mr E was appropriately cared-for and to ensure his safety. I don't think it would be reasonable for me to find that it ought to have disregarded the medical evidence it did have when recommending the best course of action for Mr E.

Nonetheless, as the investigator explained, Aviva did make some administrative errors during the handling of this claim. It didn't send Mrs E an email at the outset confirming a medical case had been set-up; it failed to copy Mr E into emails when it said it would do so; it didn't send a copy of its email to the hospital until a relative had to chase this up, and there were delays in its acknowledgement of Mr and Mrs E's claims information. There was also a delay between the curtailment of Mr and Mrs E's trip and Aviva following-up their claim with them. I think it might have been reasonable for Aviva to contact them sooner to request an update. I think these errors caused additional, avoidable trouble and inconvenience to Mr and Mrs E at an already difficult time for them and so I was pleased to note that Aviva agreed it should pay £200 compensation in respect of these mistakes.

It's clear Mr and Mrs E feel an exceptional compensation award is merited here. However, I don't agree. Even if Aviva had contacted Mr and Mrs E sooner for an update, Mr and Mrs E had already returned to the UK and there was no further medical assistance Aviva could provide. And in my view, £200 compensation is a fair, reasonable and proportionate award to reflect what I consider to be the likely impact of Aviva's administrative errors on Mr and Mrs E. So I'm directing Aviva to pay Mr and Mrs E £200 compensation.

My final decision

For the reasons I've given above, my final decision is that Aviva has now made a fair offer to settle Mr and Mrs E's complaint.

I direct Aviva Insurance Limited to pay Mr and Mrs E £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr E to accept or reject my decision before 2 February 2024.

Lisa Barham
Ombudsman