

## **The complaint**

Mr and Mrs B are unhappy with the assistance provided by Aviva Insurance Limited on their travel insurance policy (the policy) when repatriating back to the UK.

All references to Aviva include its medical emergency team.

## **What happened**

When abroad on holiday with Mr B in March 2023, Mrs B became injured. She was taken to hospital for treatment and discharged a few days later.

After Mrs B had been discharged, Mr B contacted Aviva to tell them what had happened. Aviva said it would assist Mr and Mrs B with repatriation back to the UK.

Mr and Mrs B are unhappy with how repatriation was handled, and the assistance provided. They complained to Aviva. In its final response letter, Aviva concluded that, overall, it had acted fairly. However, it accepted that there were times when it could've better communicated with Mr and Mrs B and offered £100 compensation.

Unhappy, Mr and Mrs B complained to the Financial Ombudsman Service. Our investigator didn't think Aviva had to do anything more to put things right. Mr and Mrs B disagreed. So, their complaint has been passed to me to consider everything afresh and 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.

Aviva has an obligation to treat customers fairly. It must also handle insurance claims fairly and promptly.

Just so everyone is clear, I know Mr and Mrs B are also unhappy that the claim made under the policy hasn't been paid in full. However, that is the subject of a separate final response letter issued by Aviva and has been dealt with as a separate complaint by the Financial Ombudsman Service.

I appreciate Mr and Mrs B will be very disappointed, but I don't think Aviva has to do anything more to put things right in this case. I'll explain why.

- I know before contacting Aviva to tell it about Mrs B's injury, Mr and Mrs B had already arranged return flights back to the UK for around two days later. However, the policy terms and conditions say: "you must phone the emergency medical assistance helpline before you make any arrangement if an injury or illness means that you...need to seek emergency medical advice" or, if unable to do so, as soon as possible after "you go into hospital". Mr and Mrs B say they didn't realise this was support available under the policy. However, the policy terms are clear. And if Mr and Mrs B contacted Aviva when they reasonably should have, it's likely they would've

been told not to book/rearrange flights back to the UK, until Mrs B was medically deemed fit to fly. So, they wouldn't have incurred the cost of rebooking the flights. I don't think I can reasonably hold Aviva responsible for the additional costs incurred rearranging the original return flights.

- When agreeing to provide assistance to repatriate Mr and Mrs B back to the UK, I don't think Aviva acted unreasonably by saying it needed to ensure that Mrs B was fit to fly before doing so. During the initial conversation on 25 March 2023, I'm satisfied Mr B told Aviva that the treating doctor hadn't confirmed that Mrs B was fit to fly.
- I think it was fair and reasonable for Aviva to wait for confirmation that Mrs B was fit to fly before making further arrangements to repatriate her and Mr B home. I'm satisfied that's standard industry practice. And until it was medically confirmed that she was fit to fly, it wouldn't know – for example - whether it was even safe for Mrs B to fly home, any risks involved or if she needed any specific assistance.
- Shortly after the call, Mr B provided Mrs B's hospital discharge report to Aviva and it required translation. Even if the report should have been translated sooner than it was, on the balance of probabilities and because of the sequence of events which happened after, I don't think this delayed Mrs B's repatriation back to the UK.
- The hospital discharge report didn't confirm that Mrs B was fit to fly; only that Mrs B required a follow up consultation at the traumatology and orthopedics unit on 6 April 2023.
- I'm satisfied that Aviva promptly arranged for a medic to visit Mrs B to report on whether she was fit to fly. On 28 March 2023, the medic advised that she was and didn't list any specific requirements to assist with repatriation. The medic also reported no signs of thromboembolism.
- Aviva also wanted to arrange for some blood tests to be undertaken (to test Mrs B's hemoglobin levels) and vital signs checked. From my experience, that's because low hemoglobin levels may impact on the advice to repatriate and/or further assistance required. In principle, I don't think it was unreasonable for Aviva to want to check this. From its system notes, I'm satisfied that it was proactively looking into options for tests to be undertaken but when Mr and Mrs B declined to attend a hospital to have these done, Aviva decided to arrange for a search of available flights to repatriate them home.
- I'm satisfied from Aviva's system notes that its medical team included certain requirements to assist with Mrs B's repatriation, including Mrs B having two seats to herself and wheelchair assistance. Although this wasn't mentioned by the medic who provided the fit to fly certificate, I don't think it's unreasonable for Aviva to act on the advice of its medical team, for the benefit of Mrs B.
- I'm satisfied return flights were available for 31 March 2023. However, Mr and Mrs B asked whether there were other options available returning to a specific airport. Aviva arranged for a further search and Mr and Mrs B agreed to a return flight on 1 April 2023. I don't think Aviva unreasonably delayed locating and booking that flight for them.
- I'm sorry to hear of the issues Mrs B had after boarding the plane, including the difficulties getting her to her seat and the arm rest. However, I don't think it would be fair and reasonable to hold Aviva responsible for what happened on the plane. That was outside of its control.
- I'm also sorry to hear of the issues Mr and Mrs B had getting home from the airport once they arrived back in the UK. I can understand why this would be very frustrating and upsetting. I'm satisfied that Aviva did arrange for a suitable vehicle to meet them

on arrival. However, it isn't responsible for the actions of the vehicle provider and whether it did send a vehicle to collect them. I can understand why Mr and Mrs B opted to make alternative arrangements but as it didn't contact Aviva before doing so, Aviva didn't have an opportunity to check at the time why the vehicle hadn't turned up or arrange for other transport back home for Mr and Mrs B.

- Mr and Mrs B also say that when being transported to the airport whilst abroad to get their return flight home, they didn't receive any assistance. However, I've seen a note of a call on 30 March 2023 between Aviva's medical nurse and Mr and Mrs B which reflects that Mrs B was able to mobilise with a frame and support. She was able to move around the accommodation. So, in light of this and in the absence of medical opinion from the time reflecting that Mrs B required more support when getting in and out of a vehicle, I don't think Aviva unfairly arranged the type of vehicle it did to transport them to the airport.

Aviva accepts that there was, at times, a lack of communication when providing assistance and Mr and Mrs B were still abroad. I'm satisfied from Aviva's system notes that Mr B called a number of times worried about the lack of update, particularly before repatriation. I can understand why this upset and frustrated Mr and Mrs B at an already difficult time. Aviva has offered £100 compensation to recognise this. I'm satisfied this amount fairly and reasonably reflects the distress and inconvenience experienced by Mr and Mrs B not receiving regular updates about what was going on at the time.

### **Putting things right**

I understand from Aviva that the offer of £100 compensation set out in the final response letter wasn't accepted so hasn't been paid. That being the case, I'm satisfied that Aviva should pay Mr and Mrs B £100 compensation for distress and inconvenience it's already offered.

### **My final decision**

Aviva Insurance Limited has already made an offer to pay £100 to Mr and Mrs B to settle the complaint and I think that's fair in all the circumstances. My decision is that Aviva Insurance Limited should pay £100 to Mr and Mrs B if it hasn't already done so.

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

David Curtis-Johnson  
**Ombudsman**