

## **The complaint**

Mr H complains about delays caused by AWP P&C SA when handling a claim under his missed event insurance policy.

Where I refer to AWP, this includes its agents and claims handlers.

## **What happened**

Mr H had tickets to an event which he was unable to attend. So, in May 2022, he made a claim to AWP under his missed event insurance policy. He's told us that he tried to phone AWP but was on hold for several hours. He tried to use its online system, but this wasn't working. So he submitted his claim by email.

When Mr H didn't receive a response to his claim, he raised a complaint. AWP said Mr H had emailed the incorrect email address, so it wasn't picked up by the claims team. They passed it to the team in August 2022, and the claim was paid ten days later.

Mr H felt that he should be compensated for the delays, so AWP offered £25 by way of an apology – which AWP say Mr H accepted. But he's come to our service as he says AWP should pay more.

Our investigator didn't uphold the complaint as he was satisfied AWP had done enough to put things right. But Mr H didn't agree, so the complaint was passed to me to decide. And in October 2022, I issued the following provisional decision.

## **My provisional decision**

AWP has provided us with a copy of the policy terms and conditions. I can see that at the top of page one, under the heading "important contacts", it lists three email contacts for "policy cancellations"; "customer service"; and "claims". The first two contacts have the same email address, but the claims contact has a different email.

Mr H sent his claim to the email contact for policy cancellations and customer service. So AWP say the claims team weren't aware of the claim and couldn't action it.

Whilst I appreciate that may be the case, all email addresses should be monitored. And if an email is received that doesn't relate to that department, I would expect it to be forwarded on to the correct team. At the very least, a reply could've been sent to Mr H explaining that he'd contacted the wrong team, providing him with the correct contact – rather than his email just being ignored.

Mr H says he didn't have a copy of the policy terms and conditions, as these weren't provided at the point of sale. So he didn't have the details of the claims contact. As AWP didn't sell him the policy, I can't hold it responsible for this. But I have done my own internet searches for a claims contact under this insurance policy, and the email address for customer services is the one that comes up. Because of this, I can understand why this is the email address Mr H sent his claim to.

So I don't accept that the blame lies entirely with Mr H here. It's AWP's responsibility to monitor their email addresses and ensure customers are responded to, regardless of whether the email is for that specific team or not.

Because of its failure to do so, Mr H waited three months for his claim to be settled. And he was put to unnecessarily distress and inconvenience by having to chase AWP, raise a complaint and involve our service in order to get his claim actioned. This is below the standards of service I'd expect from an insurer.

Taking everything into incorrect, and in particular the impact this would've had on Mr H given his particular circumstances, I'm inclined to increase the compensation offered to £75 – which means an additional £50 to what AWP have already paid.

### **Responses to my provisional decision**

Neither Mr H nor AWP responded to my provisional 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.

As neither party had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

### **My final decision**

For the reasons I've explained, I uphold this complaint and direct AWP P&C SA to pay £50 compensation, bringing the total amount paid to £75. This should be paid within 28 days of Mr H's acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 December 2022.

Sheryl Sibley  
**Ombudsman**