

The complaint

Mr and Mrs P are unhappy with the way in which AWP P&C SA handled a claim made on their travel insurance policy.

What happened

Mr and Mrs P had the benefit of an annual travel insurance policy, underwritten by AWP ('the policy').

At the end of January 2021, and whilst abroad with Mrs P and their son, Mr P slipped and injured himself. He also experienced symptoms of concussion. He was taken to hospital. Mrs P contacted AWP and was told that any medical costs under £500 would need to be paid by Mr and Mrs P. Mrs P explained that costs were likely to far exceed this. But, having not received any further update from AWP, Mr P left hospital and returned to his accommodation with Mrs P.

Mr and Mrs P were due to fly back to the UK a few days later. But they were advised that Mr P wouldn't be fit to fly – at least until Mr P had stopped experiencing symptoms. They ended up flying home in early March 2021.

Ultimately, AWP agreed to cover Mr P's medical costs and the majority of his and Mrs P's accommodation costs for the extended trip, whilst Mr P was recovering.

Mr and Mrs P are unhappy that AWP didn't cover the following costs:

- one night's accommodation at the end of their trip;
- Covid-tests which Mr P, Mrs P and their son were required to take after they returned to the UK;
- UK kennel costs and airport parking costs in respect of their extended stay abroad;
- car hire and fuel costs to cover the extended period whilst abroad;
- additional expenses such as for food and drink in respect of their extended stay.

They're also very unhappy with the assistance provided by AWP after it was notified of Mr P's injuries. This included receiving confusing or incomplete information. They're also unhappy that the medical information form provided to the airline reflecting that Mr P was fit to fly has been completed by the 'attending physician' but wasn't. It had been completed by AWP. Mr and Mrs P are concerned that Mr P was determined to be fit to fly against the medical advice of the treating hospital. They say that upon his return to the UK, Mr P experienced a stroke and travelling when he wasn't fit was a contributory factor.

Our investigator looked into what happened and requested information from both parties. AWP ultimately accepted that it should reimburse Mr and Mrs P one night's accommodation at the end of the trip. It also said it would consider contributing to their hire car and fuel costs.

Mr and Mrs P weren't able to provide any medical evidence that Mr P's stroke was caused by him travelling when he wasn't fit to fly. They've said that they've tried to obtain this

information from Mr P's medical team but due to the impact of Covid-19 on staffing levels, they haven't been able to.

Our investigator partially upheld the complaint. He recommended that AWP:

- reimburse Mr and Mrs P for cost of one night's accommodation, car hire and fuel costs together with simple interest at the rate of 8% per annum from the date on which the claim was paid to the date on which these sums are settled.
- pay Mr and Mrs P £300 compensation for the way in which the emergency assistance and repatriation processes were handled.

AWP said it had nothing further to add. Mr and Mrs P didn't provide a substantive reply to our investigator's view; only to confirm that they were still trying to obtain documentary evidence confirming that the stroke Mr P experienced was partly due to him travelling when he wasn't fit to. So, the complaint was passed to me to decide.

I issued my provisional decision in November 2022, explaining why I was also intending to partially uphold Mr and Mrs P's complaint. But because I was intending to direct AWP to pay Mr and Mrs P £750 compensation for distress and inconvenience, I wanted to give the parties an opportunity to respond.

AWP didn't have anything to add. Mr and Mrs P explained why they felt the costs of extended airport parking and kennel fees should be covered by AWP, as well as food and drink expenses and the Covid-19 tests they (and their son) were due to take after arriving back in the UK.

Having considered Mr and Mrs P's further points, I asked our investigator to also let the parties know why I was now also considering directing AWP to pay the costs of the Covid-19 tests which needed to be done in the UK after Mr and Mrs P, and their son, returned – together with simple interest. I invited further comments but didn't receive any reply. So, I need to make a 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.

AWP has an obligation to handle claims fairly and promptly. And it mustn't unreasonably decline a claim.

One night's accommodation

AWP has now agreed to cover this cost in the sum of around \$120. However, I think it should've agreed this payment much earlier. Although AWP made a pre-payment to the hotel for one night's accommodation, it was aware from Mr and Mrs P that when they'd turned up at the hotel, AWP had booked the wrong dates. So, Mr and Mrs P had to pay one night's accommodation themselves.

Car hire and fuel

The emergency medical expenses section of the policy at page 15 (clause 1a) reflects cover is provided for 'necessary transport charges'. This phrase isn't defined under the policy.

The weather conditions where Mr and Mrs P were staying were extreme and they were staying in a relatively remote location. I've seen photos showing that there had been significant snowfall, affecting the roads. They also say the temperature was around minus 20 degrees Celsius and there's emails passing between Mrs P and AWP at the time, mentioning snowstorms. So, I accept what they say about that.

I've also seen mention of AWP saying it would pay the taxi fares for certain trips to and from the hospital. Given where Mr and Mrs P were staying, the weather conditions, the nature of Mr P's condition, the times he had to visit the hospital and other facilities, and the impact this was all having on their son, I think it's fair and reasonable for AWP to cover the costs of Mr and Mrs P's extended car hire and fuel as I think they constitute necessary transport charges.

Covid-tests to be taken on days 2 and 8 after returning to the UK

The emergency medical expenses section of the policy says at clause 1b that AWP will pay reasonable repatriation expenses.

When Mr and Mrs P (and their son) were originally due to depart the country they'd visited in early February 2021, there wasn't a requirement to book and pay for day 2 and day 8 Covid-tests prior to travelling to the UK. That changed with effect of mid-February 2021. So, that wasn't a cost Mr and Mrs P would've needed to have incurred had Mr P not been unwell and the trip had not been extended to 2 March 2022 when he and his family travelled back to the UK.

Mr and Mrs P (and their son) wouldn't have been able to fly back to the UK unless they'd pre-booked the day 2 and day 8 tests. They needed confirmation that these had been purchased for the passenger locator form to be completed. And without this, they wouldn't have been able to board their flight, unless they and airline risked significant fines. So, I think it's fair and reasonable in the circumstances of this particular complaint, that those costs should be covered under the policy as they constitute reasonable repatriation expenses.

Kennel fees, airport parking and food and drink

The general exclusions under the policy (clause 5a) reflect that there's no cover for "any loss connected to the event you are claiming for unless the insurer specifically provides cover under this policy".

As the policy doesn't expressly provide cover for kennel costs and airport parking, I think AWP has fairly and reasonably concluded that these expenses aren't covered under the policy. I appreciate that they wouldn't have been incurred had Mr and Mrs P not had to extend their trip because of Mr P's accident and subsequent symptoms – and I understand why they say they're direct costs arising from Mr P's injury. However, they're not specifically covered under the policy. And further, the policy specifically excludes any food and drink expenses (clause 5(b)(iii) of the general exclusions).

So, I don't think in the circumstances of this case, it's unfair or unreasonable for AWP to rely on the policy terms when declining that part of their claim.

Mr and Mrs P has also referred to section D of the policy – cancellation or curtailment. However, because they didn't cut short their trip and it wasn't cancelled, I don't think this section of the policy is applicable to their claim.

Emergency assistance and repatriation

I'm satisfied that AWP reasonably ought to have provided better assistance to Mr and Mrs P after it was notified of Mr P's injury.

AWP confirmed that medical costs below £500 would need to be met by Mr and Mrs P and then claimed back from AWP. However, when Mrs P confirmed that medical expenses would far exceed this sum, I think AWP should've been more proactive with the assistance provided at that time. Mrs P was clearly already distressed by Mr P being discharged from the hospital's care and by having to extend the trip because Mr P wasn't deemed fit to fly by the date they were due to fly to the UK, a few days later. She wanted to know whether AWP would cover Mr P's medical costs, extended accommodation costs and other expenses such as car hire. This distress would've been exacerbated by AWP subsequently confirming that Mr P's medical costs and his and Mrs P's accommodation costs would be covered, only to be told the following day that AWP was still considering its position. Although, Mr and Mrs P were later told that these costs would be covered, there was a period, where this was in doubt.

I'm also satisfied that Mr and Mrs P would've been worried by AWP's position that it wouldn't cover the cost of car hire given the circumstances Mr and Mrs P found themselves in – which, for the reasons set out above, I think was unreasonable in the circumstances of this case. Mr and Mrs P were clearly concerned about not being able to afford upfront costs caused by their trip being extended through no fault of their own and being told that they'd have to cover the cost of car hire and fuel would've made a distressing situation even worse for them.

Looking at the emails passing between the parties and the contact notes from February 2021, there are also occasions when I don't think AWP answered questions put to it by Mrs P about certain appointments, Covid-19 tests and how Mr P has been determined to be fit to fly – or when responses were given, they were sometimes unclear. This resulted in Mrs P having to unnecessarily seek further clarification.

Further, when Mr and Mrs P arrived at the airport hotel with their son the day before they were due to fly back to the UK, they discovered that the wrong dates had been booked by AWP and they had to pay for a room upfront if they wanted to stay there. This is despite Mrs P previously telling AWP that they had 'maxed out' their credit cards due to having to stay longer abroad than they'd expected.

So, I'm satisfied AWP caused Mr and Mrs P unnecessary distress and inconvenience at an already very difficult time for them. From the communications I've seen passing between the parties between late January and early March 2021, it's clear that Mrs P was becoming increasingly frustrated by some of the communications and I accept this would've needlessly exacerbated the worry and stress they were bound to be feeling.

I also think Mr and Mrs P would've been worried by having discovered that the medical form provided to the airline – confirming that Mr P was fit to fly - hadn't been completed by the treating physician as stated at the top of the form. It had been completed by AWP. I can see that some of the information on the form had been incorrectly completed such as reflecting that Mr P had taken a commercial flight since first experiencing his symptoms which wasn't right. Their worries would've been made worse by being informed that the doctor, who is detailed on the form as the treating doctor, saying they don't recollect stating that Mr P was fit to fly and none of his colleagues at the hospital agreed that he was fit to fly given his symptoms. So, I can see why Mr and Mrs P were understandably worried that AWP hadn't followed due process when arranging their repatriation.

The policy does say AWP "reserves the right to repatriate you to your home country when in

the opinion of the medical assistance service, you are fit to travel". AWP says its recommendation that Mr P was fit to fly was in line within certain guidelines regarding a diagnosis of a brain concussion. And given the time between the accident and the flight, and the results of the MRI, its medical team deemed him to be fit to fly.

I'm not a medical expert and don't make a finding about whether Mr P was fit to fly. That's because, ultimately, he did return to the UK on the return flight which had been arranged. Mr and Mrs P say that his medical team in the UK has confirmed that he experienced a stroke after returning to the UK, caused in part by flying back to the UK when he wasn't fit to. However, I've seen no medical evidence that this was the case. So, even if AWP was wrong to determine him fit to fly (which I'm not making a finding on), I've seen nothing to say that this had a detrimental impact on his health. He travelled back business class with his wife and son as per the advice of AWP's medical team.

However, from their perspective, I can see why Mr and Mrs P would've been upset to discover that AWP didn't seek the treating hospital's medical opinion whether he was fit to fly. And why they're concerned that the airline may have relied on incorrect information on the medical information form (as completed by AWP) to allow Mr P to board the flight, given his continuing symptoms.

I direct AWP to pay them £750 to reflect the unnecessary distress, worry and inconvenience Mr and Mrs P experienced as a result of what AWP did wrong in this case.

Putting things right

I direct AWP to:

- (i) pay the claim for one night's accommodation on 1 March 2021 in the approximate sum of \$120;
- (ii) subject to Mr and Mrs P providing documentary evidence of the amount they paid, pay the claim for car hire in the approximate sum of £1,000;
- (iii) pay the claim for car fuel for the extended part of the trip in the sum of \$450;
- (iv) pay the Covid-19 test package for Mr and Mrs P (and their son) in the sum of £630;
- (v) pay simple interest on amounts (i), (ii), (iii) and (iv) at a rate of 8% per annum from the date on which the part of the claim was accepted to the date on which those amounts are settled by AWP.
- (vi) pay Mr and Mrs P compensation for distress and inconvenience in the sum of £750.
- (vii) provide Mr and Mrs P with a clear breakdown of all the interest calculation paid to them.

If AWP considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr and Mrs P how much it's taken off. It should also give them a certificate showing this if asked for one. That way Mr and Mrs P can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I partially uphold Mr and Mrs P's complaint. I direct AWP P&C SA to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 30 December 2022.

David Curtis-Johnson
Ombudsman