

## **The complaint**

Mrs W and Mr W have complained about the settlement received from AWP P&C SA when making a claim under their travel insurance policy.

## **What happened**

The details are well known to the parties so I won't repeat them here. In summary Mr W dislocated his hip on the second day of Mrs and Mr W's cruise. Unfortunately he was admitted to hospital and when discharged returned home with Mrs W by train. AWP admitted Mrs and Mr W's claim but only settled it in part.

Our investigator recommended that the claim be upheld. She asked AWP to settle to claim for six missed nights rather than four and for all aspects of the claim to be considered in line with the policy terms. She also recommended that AWP pay Mrs W and Mr W £350 in compensation.

AWP accepted the recommendation and explained that there had been miscalculations to date. It also explained that airport tax duty was not covered, nor was food covered under additional expenses – only accommodation and transport. It also said that cattery fees had been paid in error.

AWP provided some clarification of amounts paid. However there was £195.80 outstanding which AWP said wasn't covered as there was no medical necessity to cover Mrs W's travel. Our investigator recommended that it should be paid as Mr W needed the assistance of Mrs W because of his injury.

AWP didn't agree. As no agreement has been reached on this point the matter has been passed to me to determine.

## **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 carefully considered all the representations made I agree with the conclusion of our investigator for these reasons:

- Mr W suffered an unforeseen bodily injury. Emergency medical and associated expenses are covered under Section 2 of the policy. This is not disputed. However I agree that AWP should breakdown the payments made to Mr and Mrs W for clarity.
- Reasonable additional expenses are covered for a relative, in accordance with the policy terms. I agree that this doesn't include food. However given the circumstances I find that it would be fair to cover Mrs W's travel expenses. Both Mr and Mrs W were disembarked from their cruise and without doubt Mr W would have needed assistance due to the nature of his injury. He was taken by ambulance which left Mrs W with all the luggage. I appreciate that AWP didn't have the opportunity to pre-

authorise this expense, nevertheless for the reason given I'm satisfied that it would be fair and reasonable to reimburse it now.

- I am satisfied that this matter has caused unnecessary stress and inconvenience to Mr and Mrs W for which compensation is merited. AWP has agreed to pay £350, and I find this sum is fair in the circumstances.
- Mr W has raised other issues concerning the policy, but in this decision I am only able to deal with matters already considered by AWP.

### **My final decision**

My final decision is that I uphold this complaint. I require AWP P&C SA to:

- Settle the claim in full in line with the policy terms, to include Mrs W's travel expenses.
- Set out in full a breakdown of the sums paid.
- Add interest to the settlement at the simple rate of 8% per annum from registration of the claim until settlement.
- Pay Mrs M and Mr M £350 in compensation (if not paid already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 5 May 2023.

Lindsey Woloski  
**Ombudsman**