

## **The complaint**

Miss O is unhappy with how AWP P&C SA dealt with claims she made under her travel insurance policy.

## **What happened**

Miss O has explained that in June 2021 she purchased flights to travel abroad – the flights being for herself, her partner and her son. The outward flight was for 20 December 2021, with the return flight being 10 January 2022.

Unfortunately, on 19 December 2021, Miss O's son tested positive for Coronavirus. So, he was no longer able to travel abroad. Miss O has said she let her travel agent know her son wouldn't be coming with her abroad, as well as informing the check-in desk when she got to the airport. The travel agent would look to seek any refund that could be gained for her son's flight with the airline.

Miss O and her partner travelled abroad as planned. But before she was due to fly home, she also tested positive for Coronavirus. So, she wasn't able to take her flight home. Because of this Miss O contacted her travel insurance for assistance. It paid for a hotel, for the additional time she had to stay abroad. But Miss O has explained she had to pay for her food and her laundry whilst still abroad, as well as for additional Coronavirus tests.

AWP purchased a new flight for Miss O to return home, But Miss O explained it had booked the wrong cabin – so it wasn't an equivalent flight to the one she had originally booked. Miss O told AWP of this, who informed her she should pay to remedy the issue, and make a claim on her return home, when she could be refunded the additional cost of the flight.

When Miss O returned home, she said she made two claims. One for the cost of her son's flight, and one for the additional expenses she incurred in needing to stay abroad longer than planned.

Miss O has said that there were long delays in the progress of the claims. She said she was asked for information, which she provided. But then nothing would happen. Miss O said she needed to chase the matter for updates too. As Miss O was dissatisfied with the service, she was receiving she made a complaint to AWP.

AWP looked into Miss O's complaint and responded to it in June 2022. AWP accepted there had been delays in the progression of Miss O's claims. It said this was due to the high volume of claims it was receiving, which meant it wasn't able to respond as promptly as it would like to.

AWP said there was some outstanding information Miss O needed to provide in relation to her losses, and that the claims department had written to her, to tell her what was needed to progress the matter. But it offered Miss O £25 compensation for the distress and inconvenience she'd experienced because of the delays.

Miss O didn't accept the offer of £25 and remained dissatisfied with the matter. So, she referred her complaint to this service for an independent review. When referring her complaint to this service Miss O said her losses still hadn't been settled.

In March 2023, AWP told this service it had waived the need for further information on Miss O's claim for her son's missed flight and settled the claim on 28 February 2023. And it settled the claim. In April 2023 AWP confirmed it would do the same for the remaining claim, and Miss O would receive settlement for that claim within 10 working days.

Our investigator considered this complaint and upheld it. They considered that there were delays caused by AWP, that caused distress and inconvenience to Miss O. They also thought there were times the claim didn't progress because Miss O hadn't provided the information she was asked for. The investigator considered £150 to be a fairer and more reasonable amount of compensation for the delays caused by AWP, so recommended AWP pay this.

AWP agreed. Miss O didn't. She felt £150 was too low.

As Miss O didn't agree this complaint has been referred 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, I've decided to uphold this complaint, and require AWP to pay £150 compensation in total to Miss O. I've explained why below.

It's important to note that Miss O's claims have been settled. This complaint isn't about those settlements – but rather about the time taken for these settlements to be provided to Miss O. As this is the case, this decision focuses on the time taken for AWP to handle the claims.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether AWP acted in line with these requirements when it handled Miss O's claims.

And I don't think it did. I say this because I'm satisfied there were times when AWP could have progressed the claim more efficiently and provided a better service to Miss O. For example, it took AWP a couple of months for AWP to contact Miss O following her initial contact to claim for her son's flight costs. And I agree with our investigator that there were occasions when AWP could have been more proactive in progressing the claim.

AWP accept some delays were caused by it, and there were times it could have been more proactive. So, I haven't needed to consider this any further. Instead, I've needed to think about what a fair and reasonable resolution to this complaint is.

Having done so, I'm satisfied £150 compensation is a fair and reasonable resolution to the complaint. I say this whilst the situation may not have had a day-to-day impact on Miss O, she did need to chase AWP for the matter to be progressed, and for updates on occasion.

I can also see there was some confusion about how the claims were being handled. Initially the losses were set up as two separate claims – one for Miss O's son's missed flight, and one for Miss O's extended stay abroad, as is usual. But these were later, incorrectly,

amalgamated into one claim, before being separated again. It would have been troubling and upsetting for Miss O to need to chase her claim and seek to understand how the losses were being dealt with. And I think £150 fairly recognises this trouble and upset.

Miss O has said she considers £150 compensation to be too low. And I have considered this. But I don't agree. I also have to bear in mind that Miss O was asked for certain information to progress her claims, such as a 'no-show' letter for her son's missed flight, that Miss O didn't supply when asked, and this also caused delays to the settlement of her losses. And whilst I understand there may have been reasons why Miss O didn't supply that information or do so promptly, I don't hold AWP accountable for that. That was out of its control. I'm satisfied £150 is fair and reasonable for the delays and customer service issues AWP was responsible for.

### **My final decision**

Given the above, my final decision is that I require AWP P&C SA to pay Miss O £150 compensation. I don't require it do so anything more than this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 10 July 2023.

Rachel Woods  
**Ombudsman**