

The complaint

Mr S complains about how AWP P&C SA handled his claim against his travel insurance policy. Reference to AWP includes its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr S has travel insurance as a benefit of a bank account. He was on a trip when he became unwell with chest pains and shortness of breath.

Mr S says that he took a test for Covid-19, which was negative. On 20 October 2022, Mr S contacted AWP, reported symptoms and said that he would seek medical assistance. Mr S says that AWP told him that if his claim was under £500, he could simply e-mail receipts. He says that AWP didn't mention that he should complete a claim form.

Mr S had an on-line appointment with a doctor. He was prescribed antibiotics for a chest infection.

Mr S says that on 21 October 2022, he took a second Covid-19 test and, this time, the result was positive. He says that he was confined to bed because of his symptoms and, in accordance with local guidance, he remained in his accommodation for five days.

On 22 October 2022, Mr S sent AWP the invoice he'd paid in relation to the on-line appointment with the doctor, the receipt from the pharmacy and his bank statement showing payment. Mr S hadn't received payment, so on 1 November 2022, he spoke with AWP again. Mr S says that he was told that he could claim for medical confinement benefit and simply needed to put the dates of confinement on the claim form. Mr S says that AWP didn't mention that he needed to provide any additional evidence.

On 16 December 2022, AWP paid Mr S' claim in relation to his medical and prescription costs. It didn't pay Mr S medical confinement benefit.

Mr S didn't think that was fair and pursued his complaint. AWP maintained its position in relation to medical confinement benefit. It relied on a special condition in the policy and said that it required evidence from a doctor that Mr S was confined to his accommodation due to Covid-19.

One of our investigators looked at what had happened. He didn't think that AWP had acted unfairly in declining Mr S' claim for medical confinement benefit. That was because Mr S hadn't provided the evidence required by the policy. But the investigator thought that AWP could have handled the claim and complaint better. He thought that fair compensation for that was £100.

AWP accepted the investigator's recommendation, but Mr S didn't. He said, in summary:

- When he first phoned AWP he didn't know that he could claim medical confinement benefit. It was only later that AWP's claims handler told him about that. But she didn't tell him that he needed to provide anything to support that claim.
- The public health organisation in the country he was visiting advised isolation for five days following a positive Covid-19 result, which is what he did.
- He didn't seek out another doctor following his positive Covid-19 result, as there's no treatment for Covid-19.
- AWP said that he either needed to provide a picture of a Covid test or a doctor's letter.
- He has pre-existing medical conditions which means he has a higher risk of complications from Covid-19 and he consulted a doctor when he had the main symptoms of Covid-19, so he doesn't understand why AWP isn't paying his claim for medical confinement benefit.
- It was only after he returned home that he was told that he could claim for five days medical confinement benefit and he provided what was asked of him.
- Compensation of £100 is insufficient.
- In a phone call, AWP told him that if he couldn't provide evidence of the positive Covid-19 test or a doctor's record, he could provide evidence of the guidance in the country he was visiting.

The investigator considered what Mr S said but didn't change his view.

Mr S asked that an ombudsman consider his complaint, so it was passed 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.

the relevant terms and conditions

The starting point is the terms and conditions of the policy, the relevant parts of which say as follows:

'24-hour emergency medical assistance

[...] You must also tell us if your medical expenses are over £500. If you are claiming for a minor illness or accident you should, where possible, pay the costs and reclaim the money from us when you return.[...]

'Section 2 – Emergency medical and associated expenses

What is covered

*We will pay you up to £10 million for the following expenses which are necessarily incurred within 12 months of the incident as a result of your suffering unforeseen **bodily injury**, illness, disease and/or compulsory **quarantine** (including being diagnosed with an epidemic or pandemic disease, such as COVID-19):*

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside your home country.

[...]

4. A medical confinement benefit of £50 a day (up to a maximum of £1,000) for every complete period of 24 hours you are admitted as an in-patient or are confined to your accommodation outside of your home country, on the advice of a treating doctor.'

'Special conditions relating to claims

[...]

5. In addition to the 'General claims information required' shown under the 'Making a claim' section on page 51, where appropriate, you must also provide us with:

[...]

*c. written confirmation from the treating **doctor** of the dates and reasons you have to be confined on medical advice to a hospital or your **trip** accommodation;'*

has AWP acted unfairly or unreasonably?

The relevant rules and industry guidance say that AWP has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't think that AWP acted unfairly or unreasonably in declining Mr S' claim for medical confinement benefit but I think that it made errors in its handling of his claim. I say that because:

- When Mr S contacted AWP on 20 October 2022, he says he reported chest pains and shortness of breath. At that time, he hadn't tested positive for Covid-19 and there was nothing else to indicate that he was about to be confined to his accommodation. In those circumstances, I think the information AWP gave to Mr S – that if his claim was under £500, he could simply e-mail the receipts – was correct. I don't think that AWP needed to do any more at that point.
- Mr S hasn't provided evidence that he was confined to his accommodation on the advice of a treating doctor. Neither has he provided written confirmation from the treating doctor of the dates and reasons he was confined on medical advice to his trip accommodation. So, he hasn't satisfied the requirements of the policy.
- I don't think that I need to listen to recordings of phone calls between Mr S and AWP for the fair resolution of this complaint and I'll explain why.

- Mr S says that after he returned home and phoned AWP about his claim, it didn't tell him that he needed to provide supporting evidence. Whether or not AWP told Mr S what he needed to provide to support his claim, it remains the case that he can't provide the evidence that's required by the policy.
- In one of his responses to the investigator's recommendation, Mr S says that in a phone call, AWP told him that if he couldn't provide evidence of his positive Covid-19 test or a doctor's record, he could provide evidence of the guidance in the country he was visiting. If Mr S was informed in those terms, it doesn't mean that AWP is obliged to settle his claim for medical confinement benefit. The policy doesn't provide medical confinement benefit on isolation in accordance with guidance. AWP requires medical evidence, which Mr S hasn't provided. It may have wished to consider alternative evidence but that doesn't mean it is obliged to settle that part of the claim.
- Mr S says that he saw a doctor when he had the main symptoms of Covid-19. But those symptoms are common to other illnesses. I don't think that AWP is required to waive the requirements in the policy in relation to medical evidence because Mr S was diagnosed with a chest infection and subsequently says that he tested positive for Covid-19.
- Mr S has also complained about how AWP handled his claim and complaint. Our service can only consider complaints about financial services. A complaint about complaint handling isn't a complaint about a financial service. So, I can't consider the additional points Mr S has raised about the handling of his complaint. But I can consider how AWP handled his claim.
- I think that AWP should have explained its reasons for declining Mr S' claim in part, so that it was clear why it hadn't paid the claim for medical confinement benefit. And there was some delay in dealing with the claim. I think that caused Mr S distress and inconvenience. I think fair compensation for that is £100. In considering what's fair, I've taken into account the nature, extent, and duration of the service issues in this case.

Putting things right

In order to put things right, AWP should pay Mr S compensation of £100 in relation to his distress and inconvenience caused by its handling of his claim.

My final decision

My final decision is that I uphold Mr S' complaint in part. I now require AWP P&C SA to take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 1 September 2023.

Louise Povey
Ombudsman