

The complaint

Mr Q has complained about the way AWP P&C SA ('AWP') handled his claim.

What happened

Mr Q bought a travel insurance policy, underwritten by AWP. Mr Q went abroad but unfortunately, on his way home, he suffered a heart attack at the airport and needed emergency medical treatment in hospital.

Mr Q submitted a claim form to AWP claiming costs for taxis, food and miscellaneous expenses. But AWP said not all of these costs were covered under the terms of the policy. So Mr Q made a complaint.

Unhappy with AWP's response, Mr Q referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that AWP had settled the claim correctly, in line with the policy terms and conditions. But it took too long to make payment so she recommended £150 compensation for the delay in settlement.

AWP agreed but Mr Q disagreed and has said that he was delayed for nearly 8 weeks through no fault of his own and he thinks it is unreasonable not to be paid reasonable expenses.

And so the case has been passed to me for a final 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.

Having done so, I think this complaint should be upheld in part and AWP should pay £150 compensation for the delay in settling the claim. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The policy terms under section 3 confirm what is covered as follows:

"emergency medical and surgical treatment and hospital charges...reasonable and necessary additional accommodation (room only) and travelling expenses home [Economy Class], including those of one relative or friend if you have to be accompanied home on the advice of the attending medical practitioner..."

Under section 4, hospital benefit, the policy says:

"This benefit is payable only if the hospital admission has been covered under the terms of the Emergency Medical Expenses section. The benefit payment is intended

to contribute towards miscellaneous expenses that may be incurred whilst you are an in-patient [e.g. taxi fares and telephone calls]. This is in addition to any medical expenses incurred under the Emergency Medical Expenses section.”

AWP paid Mr Q's accommodation costs and medical expenses as well as hospital benefit, up to the limit specified in the policy. It settled the claim for Mr Q's accommodation and medication costs in December 2022. It settled the medical expenses with the hospital directly.

Mr Q says he was asked to make payment to the hospital directly. AWP said Mr Q was admitted to hospital on 2 June and it was notified on 6 June. It said it doesn't have a record of Mr Q informing it that he was required to make payment directly to the hospital and so it wasn't aware that this had happened. Mr Q was discharged on 8 June, AWP requested information from the GP on 10 June, this check was completed on 16 June, cover was confirmed on 17 June and a guarantee of payment was sent to the hospital on 18 June. I don't think this was an unreasonable length of time for AWP to send the guarantee to the hospital.

Mr Q would like AWP to pay for his expenses for the time his stay was extended but there is no provision for expenses under the terms of the policy apart from those specified. Additionally, there is no evidence that Mr Q's attending medical practitioner advised that he needed to be accompanied home so any additional costs of relatives or friends aren't covered. Mr Q was escorted home by a doctor and the costs of this were paid by AWP.

I've reviewed the claim notes and I am satisfied AWP dealt with Mr Q's repatriation in a reasonable time and manner. An initial repatriation was organised with a doctor escort but had to be aborted as Mr Q was unwell again. Following this, AWP did all it could to arrange the quickest repatriation but there was limited doctor availability. It booked the earliest available return with doctor availability and there is no evidence of any delays on AWP's part in relation to the repatriation.

Based on the above, I am satisfied that AWP have correctly settled the claim in line with the terms of the policy. But I agree that the delay in settlement was unreasonable and Mr W had to wait to receive reimbursement for five months. So for the delay in settling the claim, I think £150 compensation is reasonable as there were no lasting consequences as a result. £150 recognises the stress and inconvenience of having to wait and chase for settlement after Mr Q returned to the UK.

My final decision

For the reasons set out above, I partially uphold this complaint and direct AWP P&C SA to pay Mr Q £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 6 October 2023.

Shamaila Hussain
Ombudsman