

## The complaint

Mr H and Mrs M have complained about the handling of a claim under their annual travel insurance policy by AWP P&C SA.

## What happened

The background to this complaint is well known to the parties so I won't repeat it again here. In summary Mr H became very unwell on a family holiday and after some days was admitted to hospital. Mrs M complained on behalf herself and Mr H about the service received and asked for outstanding costs and compensation for the stress and inconvenience caused.

Our investigator recommended that the complaint was upheld. She recommended that AWP pay the costs of the additional seat on the flight home, baggage and transfer costs. She also recommended that that compensation was paid to Mr H and Mrs M in the sum of £200. AWP accepted this, but Mrs M appealed.

As no agreement was reached the matter was passed to me to determine. I issued a provisional decision on x October 2023. I said as follows:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm aware I've summarised the background and the sensitive medical details. No discourtesy is intended by this. Instead, I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I've reviewed the complete file and considered the representations made after our investigator's view. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. For the following reasons I agree with the conclusion reached by our investigator save for re-payment for the blood tests and the amount of compensation recommended. I'll explain my reasons below:*

- AWP paid for the medical treatment Mr H had, except for three blood tests for which Mrs M wasn't able to provide receipts. Mrs M said that she wasn't able to provide receipts as she had to give the receipts to the hospital for them to release the blood test results. Although I understand why AWP requires receipts, but as there is no dispute that Mr H had those blood tests (8 August, 16 August, 24 August), I am minded to conclude that it would be fair and reasonable for AWP to reimburse Mr H and Mrs M.*
- Mrs M has reiterated her complaint regarding the service they received. She feels that AWP didn't follow the policy terms and conditions. She says that AWP should have paid the medical expenses directly to the hospital, but as it didn't do so she had to borrow money from her father-in-law. I can see that this would have been stressful and embarrassing. I find that compensation is merited.*
- I note the comments Mrs M has made about the poor communication she received from AWP. She says it was difficult to get through to the case manager and the call*

*operators were not often able to assist. Calls backs were promised, but often didn't happen. She received emails giving her incorrect information. AWP said that it would provide a local agent to assist but didn't do so. Again, I find that this would have been very stressful for Mrs M and compensation is merited.*

- I'm satisfied that Mr H and Mrs M received poor customer service at a time when they needed it most – Mr H was very unwell, and they were with their young family in a foreign country. There was general confusion about whether Mr H would be repatriated. AWP accepted that the service it provided was poor and apologised. Taking all the service failures together I find that this impacted not only Mrs M and Mr H but the whole family, which added to Mrs M's distress. I agree that compensation is due and I find that a total sum of £500 is fair in the circumstances.*
- Mrs M feels that AWP should pay the medical confinement benefit for the period of time that Mr H was at the holiday accommodation having been released from hospital and this should also be paid to their children who were also confined to the accommodation. I'm satisfied that the benefit was correctly paid for the period that Mr H was in hospital. I don't find that because he had to keep his leg elevated on his return and was in bed meant he was confined to his accommodation on the advice of a doctor. Nor do I find the children were confined to the accommodation. So I'm not minded to require AWP to pay any further payment here.*
- Although Mr H (snr) and Mrs M's daughter (under 18) returned home early, the policy only provides for cover in the circumstances where there is no other responsible adult to supervise. As this wasn't the case here, I'm not minded to require AWP to make any payment in this regard.*
- I agree it would be fair for AWP to pay the costs Mrs M reasonably incurred for the journey home. These were for the extra seat, baggage and transfer costs.*

I said I'd look at any more comments and evidence that I received, but unless the information changes my mind, my final decision was likely to be along the lines of my provisional decision.

AWP didn't respond. Mrs M, on behalf of herself and Mr H remained unhappy.

In summary she said that the family's holiday was cut short. She didn't understand how on the one hand AWP were willing to repatriate Mr H but on the other were saying that he was able to complete his holiday activities with the family. She said this was not so and found my comment that he had to keep his leg elevated very inconsiderate. She said it was also inconsiderate to suggest that the family could leave Mr H alone and carry on with their holiday.

Mrs M also reiterated what she considered were failings of AWP which caused her and her family, in particular her son, stress and financial loss.

### **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.

I'm grateful to Mrs M for her further submissions which I have considered with care. But having done so, I'm not persuaded to change my provisional findings which I adopt here.

Sadly this holiday didn't go as planned and when Mr H became ill the family weren't able to enjoy it at all. It was a very difficult time for all the family. But I need to consider the policy terms and what cover is offered. I don't find AWP was saying Mr H was able to complete his holiday activities with the family, clearly he wasn't able to do so. However, for the reason given in my provisional decision I'm not persuaded that it was wrong to conclude cover didn't extend to these circumstances.

I'm sorry if Mrs M and Mr H found my comment regarding the elevation of Mr H's leg inconsiderate, this was not my intention. I did say that sensitive medical details had been summarised and acknowledged that Mr H had been very ill.

I recognise, as did AWP, that there were failings in the service it provided. I felt that greater compensation was merited than originally offered, but I remain persuaded that £500 is fair and reasonable in all the circumstances.

### **Putting things right**

I require AWP P&C SA to:

- Reimburse Mr H and Mrs M for the costs of the three outstanding blood tests
- Reimburse Mr H and Mrs M for the additional seat, baggage and transfer costs
- Add simple interest at 8% from the date the costs were paid until settlement
- Pay Mr H and Mrs M £500 in compensation

### **My final decision**

My final decision is that I uphold this complaint. I require AWP P&C SA to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs M to accept or reject my decision before 11 December 2023.

Lindsey Woloski  
**Ombudsman**