

The complaint

Miss G, Mr G and Mrs G complain about Liverpool Victoria Insurance Company Limited ("LV") following a claim on their travel insurance policy.

For ease of reading, I'll refer to all submissions as being made by Mrs G directly.

What happened

Both sides are familiar with the background to this complaint, so rather than setting it out in full again here I'll briefly summarise what happened instead.

Mrs G held a single trip travel insurance policy with LV. The policy was purchased to cover a two-week trip abroad, and Mrs G's husband and their two children were covered under it too.

Part way through that two-week trip one of the children, Miss G, became unwell. Miss G was admitted into hospital for 8 days and Mrs G stayed with her throughout this time. A claim for medical assistance was made on Mrs G's policy and cover agreed, but Mrs G went on to complain about the way LV had both handled and settled the claim.

Concerns were raised, for example, about LV's response to getting a third party to analyse Miss G's blood samples, the treatment and care provided by the treating hospital, a lack of communication from LV, and the overall settlement it had paid.

LV didn't uphold that complaint and said it had settled the claim in line with the terms of the policy. So Mrs G referred it to this service and one of our investigators looked at what had happened.

Our investigator explained LV couldn't be held responsible for the actions of the treating hospital. They thought LV had reasonably made decisions based on the advice it had received from the treating hospital however, and said they were satisfied it had settled the claim according to the policy terms. Our investigator didn't think LV had handled the claim as well as it could have done though, so recommend it pay £200 in compensation to reflect that.

LV accepted that recommendation, but Mrs G explained why she disagreed with it. Again, I won't recite Mrs G's response in full here, but in summary she reiterated her position around the blood analysis, said the medical assistance team had hindered rather than helped, said LV hadn't addressed all of the concerns that had been raised, and said the overall experience endured was disgusting.

So as no agreement was reached the matter was passed 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.

Mrs G has set out her position at length and clearly feels very strongly about what happened. Although I've only summarised what happened above, I have carefully

considered everything that both sides have said. It's important to explain however that I'll not be addressing each and every point made. I will instead be focussing on those matters I think are material to the outcome of this complaint.

LV had a responsibility to handle this claim both promptly and fairly and not reject it unreasonably.

A number of concerns have been raised about LV's response or attitude towards the blood tests taken from Miss G not being analysed by a third party. Mrs G has told this service that the bloods taken were basic rather than diagnostic ones, and that in turn led to Miss G not being diagnosed earlier and undergoing other treatments. Mrs G has also told us that LV did not listen to her when she told it the treating hospital did not have the capacity to analyse Miss G's bloods.

I empathise with Mrs G's strength of feeling about this particular matter, but the information LV received from the treating hospital indicated that the blood tests had been analysed. And, that a course of treatment had been recommended for Miss G. It's apparent that both LV and Mrs G had difficulties in communicating with and getting regular updates from the treating hospital at times. But as the medical evidence made available to LV referred to Miss G's bloods as having been analysed I don't think it was unreasonable of it to rely on this.

It is of course clear from reviewing this complaint that Mrs G found the overall experience of the treating hospital extremely difficult. She has spoken at length about the issues both she and Miss G faced during their time there and I do not underestimate just how challenging this would have been. Without waning to diminish this, I must remain mindful of LV's role and responsibilities here. And so despite my empathy towards what Mrs G has described it would not be fair of me to hold LV responsible for the actions of the treating hospital.

That being said I'm not persuaded LV provided Mrs G with the level of service she rightly expected from it at times. Mrs G was often the one having to reach out to LV for contact and updates. There were periods where, especially during the early part of this claim, LV did not respond to Mrs G at all. And there were times where Mrs G's specific requests, such as having LV's local representative make contact, did not seem to be responded to either.

I can see why Mrs G felt let down by LV. Following our investigator's involvement LV agreed to pay £200 and I think that represents both a fair and proportionate reflection of the impact of its mistakes here.

I say that because the above was being experienced at a time when Miss G had been taken ill, in a foreign country where the medical care was very different to what she and her family were used to in the UK. Mrs G, understandably, found the overall experience very difficult and I am aware that at times she was acting as a go-between for the insurer and treating hospital. Mrs G's communications with LV clearly demonstrated the impact its service failings were having on her too and I note in one of her emails to it she described her frustration as being, *"indescribable at the moment"*.

Separate from the above I understand Mrs G originally disputed LV's decision to refuse some costs under the unused accommodation/other trip expenses part of this policy.

LV said the claim for this wasn't covered for Mr G and his and Mrs G's other child because neither had been injured or ill and in hospital for the remainder of their trip. The relevant policy terms explained:

"We'll pay unused personal accommodation and other trip expenses based on each full 24 hour period you have lost. Loss is based on the date you needed to return home or the date

you are in hospital as an in-patient if you remain there for the rest of your trip.”

They also said cover for the above would only be provided in a set of specific circumstances – one of which was:

“If you are ill or injured and are in hospital for the rest of your trip.”

So I think LV’s position on the settlement was both reasonable and in line with the relevant policy terms.

I appreciate Mrs G has explained that Miss G has gone on to face a number of other ongoing difficulties as a result of LV’s handling of this claim. For example in relation to her study plans and ambitions. But whilst I again empathise with what Mrs G has explained I’m not persuaded there’s sufficient evidence for me to fairly hold LV responsible for this. That LV failed in some of the service it should have provided isn’t disputed. But it made reasonable decisions based on the medical evidence provided to it, and it settled this claim in line with the policy terms. So although I realise Mrs G may be further disappointed by my findings, I hope she’ll understand why I’ve reached this position.

Putting things right

For the reasons given above LV should pay £200 compensation to recognise the impact of its failings in service.

My final decision

My final decision is that I uphold this complaint. Liverpool Victoria Insurance Company Limited should put things right in the way I have set out above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss G, Mr G and Mrs G to accept or reject my decision before 24 April 2024.

Jade Alexander
Ombudsman