

## **The complaint**

Mr J has complained about the way AWP P&C SA handled a claim he made on his travel insurance policy.

Mr J has been represented by his daughter in making this complaint. However, for ease, I'll mostly just be referring to Mr J in this decision.

## **What happened**

Mr J was on holiday in Europe in May 2023 when he sustained injuries following a fall. After a period of bed rest in a hotel, AWP arranged for an air ambulance to return him to the UK.

Mr J has complained that:

- He was mis-diagnosed by the hospital and, upon his return to the UK, his injuries were found to be far more severe than first thought.
- He wasn't provided with a walking stick, which made getting around his hotel room and attending medical appointments more difficult and painful.
- The air ambulance had to turn back shortly after take-off due to mechanical issues.
- There was no room for his luggage in the air ambulance, so it was left behind. There was then a delay in the luggage being returned to him.
- There have been delays and a lack of communication throughout the claims process.
- He hasn't yet been reimbursed for medical and other out of pocket expenses that he incurred.

Our investigator looked at all of this and partly upheld the complaint.

She thought that AWP could only act on the medical information it was provided with and could not be held responsible if there was an initial mis-diagnosis. It would also have been the responsibility of the treating hospital to provide Mr J with a walking stick and not AWP. Furthermore, AWP could not be held responsible for the air ambulance's mechanical problems.

However, with regard to the delayed luggage, she thought that AWP could have done more to ensure it was returned sooner, so she recommended that AWP should pay £200 for the delay.

She also thought that AWP hadn't handled the claim in a prompt way or kept Mr J adequately informed. That was because AWP had moved no farther forward in reaching a decision on the medical expenses claim. This was despite Mr J saying he had sent in all the necessary receipts. So, she recommended that AWP should pay an additional £200 for distress and inconvenience in this respect.

In relation to the claim itself, it was recommended that AWP should settle the claim for medical expenses and add 8% simple interest from mid-June 2023 until the date the claim is paid.

AWP accepted our investigator's recommendations in full. It said it would pay the £400 total compensation and set up the claim as a priority, although it needed further information to progress it.

Mr J also initially accepted the recommendations. However, he has subsequently changed his mind and so the complaint has been passed to me for a 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.

Mr J was on holiday with his daughter whom I understand had taken out her own separate policy with AWP. Whilst some of the issues also directly affect her, such as the delay in returning luggage, she would need to make a separate complaint to AWP about any personal dissatisfaction under her own policy.

I should clarify that this decision is only looking at the complaint made by Mr J, in relation to the claim on his insurance policy.

I've carefully considered the obligations placed on AWP by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AWP to handle claims promptly and fairly, and to not unreasonably decline a claim.

When our investigator was trying to find a resolution to the complaint, there was a bit of confusion about when the 8% interest should be applied from. Because it was originally stated that it should apply from when AWP received all the information to assess the claim. But that caused upset because Mr J says that he had already provided information about expenses incurred, whereas AWP were saying that they didn't have everything. So, he thought that AWP might only apply the interest from when he re-submitted the documentation. However, AWP then agreed that it would apply the interest from mid-June 2023, to which Mr J agreed. So that seemed to be that problem ironed out.

AWP then made contact to find out his bank details so that it could pay the £400 compensation. It also said that its claims team had been contacted, who would review the outstanding claim and provide an update on the process.

As a result of that contact, Mr J's daughter emailed this service for clarification about the medical expenses claim. She was advised that AWP's claims team should be in touch in due course and that, for the moment, this service's involvement had come to an end.

What seems to have primarily changed Mr J's mind about accepting our investigator's outcome, is not the resolution itself, but the idea that the complaint will be closed before the resolution has been completed.

There's no reason why Mr J should be familiar with how this service's processes work. I can also appreciate why Mr J would like the apparent reassurance of the complaint remaining open until AWP has fulfilled its side of the bargain. But the process is that, once the parties have reached agreement, there is no longer any dispute and so the case is closed.

In reality there wouldn't be much for this service to do whilst the claim is being processed. It's a matter of AWP liaising with Mr J to ensure it has all the information it needs and then to make payment. If Mr J is unhappy with anything that happens during that time, or with the final settlement amount, it is open for him to come back to us about it. So, there would be no real impact on Mr J due to this complaint being closed. The only difference is that, if he felt the need to come back to us, any further issues he has would be dealt with as a new complaint, rather than a continuance of this one.

Once this final decision has been issued, the case will indeed be closed. But I hope I have reassured Mr J that he has the ability to take things further in the future if he feels that anything else has gone wrong.

Mr J has had a difficult time and I have a great deal of sympathy for the situation he found himself in. The circumstances of this case have previously been set out and so I don't intend to go into too much unnecessary detail here.

I agree with our investigator that it was reasonable for AWP to rely on the available medical information and it had no reason to distrust the diagnosis at that time. And it was up to the treating hospital to provide a walking stick. So, I can't find any fault on the part of AWP for concluding that he was fit to fly and repatriating him by private air ambulance. Whilst it would have been frustrating for Mr J to find that the air ambulance had to turn back after take-off, AWP cannot be held responsible for the mechanical problems that occurred.

AWP has agreed that there was an unreasonable delay in returning the luggage. It has also agreed that the claims process has been subject to a lack of communication and delays. Therefore, I don't need to look at that any further. The question is whether the amount of compensation offered is reasonable for the distress and inconvenience caused.

Although Mr J originally agreed to the £400 compensation, he has recently said that he thinks we should be able to ask AWP to pay more. As an alternative dispute resolution service, the awards we make in such cases are more modest than Mr J might expect and different to what a court might award.

I've thought very carefully about what Mr J has said and the impact that the situation had on him. But, taking everything into account, I consider that £400 is reasonable and proportionate compensation for the distress and inconvenience caused.

In relation to the outstanding claim, I consider that paying 8% interest on the settlement amount from mid-June 2023 to when the claim is settled is fair.

I can't look at the issue of whether AWP has lost copies of receipts previously provided, as that didn't form part of the original complaint. As our investigator has said, Mr J might wish to make a new complaint about that once the claims process has been finalised.

Whilst it is undoubtedly frustrating being asked to re-submit information that he says has already been sent in, Mr J previously agreed to do so as part of the resolution reached by our investigator. However, he has more recently said that he won't be providing his bank details or give copies of invoices to AWP.

I would imagine that Mr J is keen to bring this matter to a satisfactory conclusion so that he can move on. As such, it would be counter-productive for him to act in a way now that would stop that from happening. AWP needs his bank details to pay him the £400 compensation. But it also needs them so that it can pay the claim settlement.

The claim won't get to the point of being paid out until AWP has all the information it says it needs. As AWP says it doesn't have evidence of the costs Mr J incurred, that would need to be provided again now. Whilst AWP may have been at fault in the past, I could not be held responsible for any ongoing delays due to Mr J's reluctance to provide the information again.

### **Putting things right**

AWP should:

- Ask for Mr J's bank details again and pay the £400 compensation for distress and inconvenience.
- Settle the claim for outstanding expenses and pay an additional 8% simple interest on the settlement amount from mid-June 2023 until the claim is paid. It should also provide a breakdown of the claim amount.

### **My final decision**

For the reasons set out above, I partly uphold the claim and instruct AWP P&C SA to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 20 March 2024.

Carole Clark  
**Ombudsman**