

The complaint

Mr and Mrs R are unhappy with the way Astrenska Insurance Limited (trading as Collinson Insurance) dealt with a claim on their travel insurance policy.

What happened

Mr and Mrs R had a travel insurance policy underwritten by Astrenska Insurance Limited (Astrenska).

Unfortunately, whilst they were away abroad their son became unwell and required medical assistance. He saw a specialist who confirmed he was fit to fly on their return flight the following day.

Mr R contacted their insurer to let them know what had happened. The insurer requested evidence to show their son was fit to fly so Mr R sent over the medical report. The next day the insurer responded to say they didn't deem their son fit to fly so they recommended he stayed abroad for 10 days. They said they would cover the additional costs for a parent to stay with him.

Mr R responded to say there had been a misunderstanding because the specialist had said their son was fit to fly. He asked for the matter to be reviewed as a matter of urgency because they were flying later that day.

Mr and Mrs R say they waited by the phone on their last day of holiday instead of going on an intended trip. But they didn't receive any further contact from their insurer. So they made the decision to rely on the specialist's opinion that their son was fit to fly. And they informed the insurer they were all travelling home on their booked return flight.

Once they'd returned, the insurer contacted them to say their Chief Medical Officer (CMO) had reviewed the evidence and was satisfied their son was fit to fly. They explained they'd tried to call them earlier but hadn't got through. Mr and Mrs R remained unhappy and raised a complaint about the customer service they'd received.

The insurer went on to cover their claim for medical costs. They also acknowledged their customer service failing and offered £100 compensation. But Mr and Mrs R didn't think this was enough for the distress and inconvenience caused by being told their son and one of them may have to stay abroad. They referred the matter to our service.

Our investigator looked into what had happened and said she thought the insurer's offer was fair for the impact caused to Mr and Mrs R at an already difficult time.

Mr and Mrs R disagreed. In summary they said:

- It was unacceptable the CMO's view wasn't passed on to them
- The use of Google translate is what caused the initial confusion

- No attempt was made to contact them back despite them trying to get to the bottom of the situation.
- £100 doesn't compensate for a ruined holiday day which had cost many thousands. They had spent the day chasing the insurer, waiting by the phone and worrying.

They also provided a copy of their call with the insurer once they'd returned to the UK for my consideration.

So the case has been 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 insurer has explained that the medical report showed Mr and Mrs R's son underwent a drainage procedure, which could be considered surgical in some circumstances. So their first medical advisor erred on the side of caution in this matter and referred to relevant guidelines. I think that was reasonable in the circumstances. And as per the relevant guidelines I don't think it's unreasonable they then recommended their general requirement was that a patient shouldn't fly at altitude for 10 days post surgery.

Mr and Mrs R have explained that the advice from the insurer not to travel caused them unnecessary stress. Their return flight was the next day, so I can understand why this last minute potential change of plan would've been distressing for them to hear. I'm also mindful that being told their son wasn't fit to fly, must've caused confusion to them after the treating specialist had told them he was. But an insurer is expected to take the safest options for their customers - and sometimes this means proceeding with caution. It isn't unusual for an insurer to want to go on to seek their own expert medical opinion on a case, and that is what happened here. But its unfortunate timing that Mr and Mrs R's flight was the next day so the insurer didn't have much time to do this.

The insurer says in the email that they were only making a recommendation based on their guidelines and that this was a "general requirement". And for the reasons I've explained, on balance I think that advice was cautious rather than unreasonable. So, I'm unable to say the distress caused at this stage results from a failing by the insurer.

The insurer then referred the matter on to their CMO within 4 hours, so I think they progressed the escalation within a reasonable timeframe at this stage. The CMO confirmed that as it was an external ear canal infection rather than an inner ear infection, he would agree with the treating doctor's recommendation on fitness to fly.

However, this message didn't reach Mr and Mrs R before their flight home departed. And this is where I think the insurer made an error.

I've seen the evidence to show the insurer made two attempts to contact Mr and Mrs R by telephone, an hour after they received the CMO's opinion. But neither of the calls went through. It's unclear why that happened, but I would've expected the insurer to also have followed this up with an email when they hadn't been able to speak to anyone on the phone. It was an important message that the insurer should have ensured was delivered promptly before Mr and Mrs R boarded their flight home. So I've thought about the overall impact of the insurer not getting hold of Mr and Mrs R before their flight.

I'm mindful that travelling with an unwell child was likely to have been stressful in itself. So

I've taken that into account when thinking about Mr and Mrs R's flight back. But I still think some of that worry could have been alleviated if the insurer had been able to get hold of Mr and Mrs R prior to their departure as they would have known they weren't travelling against medical advice. I think £100 is fair compensation to reflect that missed opportunity to lower Mr and Mrs R's concerns at an already difficult time.

Mr and Mrs R don't think £100 is enough compensation. They've explained they waited by the phone for the insurer to reply and had to stay at the hotel on their last day as a result. I can appreciate why they made this choice, but I'm mindful that their son was still unwell (albeit feeling better) so his health may have also impacted their decision to stay in the hotel, even if the insurer had agreed their son was fit to fly sooner than they did. So, I don't think I need to ask the insurer to do anything more here.

I can see Mr and Mrs R feel strongly about the insurer's call to them once they had landed back in the UK so I've listened to a recording of this call, but it doesn't change my position on compensation. The insurer empathised with Mr R's position and frustration at the situation and agreed it didn't sound like he had been treated fairly. They apologised for the previous advisor saying they had used google translate and reassured Mr R that it had been their medical team that had looked at the medical report - and members of that team are bilingual. So although the insurer agreed on this call there had been an error, it doesn't automatically follow that the level of compensation already offered should be increased.

For the reasons already explained, on balance I don't think it was unreasonable for the insurer to have escalated the matter for an opinion from their CMO, and I think they did his opinion within a reasonable timeframe. But they should've made better attempts to get hold of Mr and Mrs R. I think the £100 compensation offered by the insurer fairly reflects the impact of this poor attempted communication.

Putting things right

Astrenska Insurance Limited trading as Collinson Insurance need to pay £100 compensation for the additional worry caused to Mr and Mrs R when they didn't follow up their attempted calls with an email.

My final decision

For the reasons set out above I uphold this complaint and direct Astrenska Insurance Limited to put things right in the way I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 25 April 2024.

Georgina Gill
Ombudsman