

## **The complaint**

Mr A has complained that AWP P&C SA is responsible for poor customer service and delays in settling a claim he made on a travel insurance policy.

## **What happened**

Mr A was abroad in April 2023 when he was unfortunately mugged. The claim on his policy had two elements. There was one claim for stolen property and one medical claim for emergency dental treatment.

AWP first responded to Mr A's complaint in July 2023. It accepted that there had been delay and poor communication. It apologised and paid Mr A £100 as a gesture of goodwill. It also said that its claims team was processing the complaint.

AWP sent a further response to the complaint in October 2023. It offered a further £50 compensation, which Mr A declined at that time.

The claim for the stolen property was settled in September 2023 and the medical claim was settled in November 2023.

Our investigator thought that AWP had acted unfairly. Her recommendation was that AWP should pay Mr A £300 compensation for the distress and inconvenience he was caused.

Mr A disagrees with the investigator's opinion, believing that AWP should be liable to pay a larger amount. Therefore, 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.

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.

Mr A has made detailed and substantive representations in support of his complaint. I don't intend to address every point here. However, I'd like to reassure him that I have taken into consideration everything that he has said.

AWP has accepted that it provided poor service and that there was a delay in settling the claim. The matter at hand relates to what would be an appropriate level of compensation for the failings that occurred and the impact on Mr A.

In brief, Mr A has expressed dissatisfaction with:

- The customer service provided by AWP, in particular that he was subject to rudeness, that the phone was put down on him, he was transferred to different

departments, he was told lies, promises of further action and escalations were not followed through and having to wait over an hour on the customer service line only to have the call dropped.

- AWP saying it hadn't initially received all the information asked for and so asking for it to be re-sent and asking for rudimentary information further down the line that should have been requested at the start.
- AWP trying to renege on its agreement to pay the medical costs upfront direct to the dentist.
- AWP only partly responding to his subject access request (SAR).

In her assessment, our investigator went into some detail about the calls between Mr A and AWP, so I won't repeat that at length here. Overall, I agree with the conclusions she reached.

There's no evidence of Mr A being deliberately hung up on, although it was the case that calls did sometimes drop, apparently due to signal issues. When that happened, AWP did attempt to call him back.

There was no rudeness on the part of any advisers. However, there was one occasion when an adviser was speaking over Mr A and transferred him to the complaints team as he was trying to say something, which was unprofessional.

Advisers generally acted appropriately in transferring Mr A to a different team, for example when he had rung the emergency medical assistance line when trying to chase for an update on his medical claim.

Mr A often experienced long waits before being connected and sometimes his calls weren't answered at all.

Mr A was given incorrect information and had his expectations raised when told that his claims would be assessed within the next few days or had already been assessed. In the case of the medical claim, he was told it had been settled when it hadn't. Advisers also sometimes gave the impression that they didn't have a good grip of what the status of the claims were, which wouldn't have filled Mr A with confidence.

It is the case that, for some reason, AWP didn't receive the documents originally sent by Mr A and that he was therefore asked to re-send them. He was then later asked again for documents that he had already provided. After this he was asked for information that he had been previously told wasn't required. He was also told that it needed to double check what stolen items were being claimed for, even though Mr A had already confirmed this.

Mr A didn't want to pay out for the cost of the dentist himself and then get reimbursed by AWP, which was perfectly reasonable. AWP did agree to pay the dentist directly and it therefore raised a guarantee of payment to the dentist. However, on 4 July 2023 Mr A was told that he should pay the costs himself. However, as our investigator has mentioned, this was provided to him as an option and, when he didn't agree to do this, AWP continued the process of direct payment to the dentist. So, I'm not persuaded that AWP tried to backtrack on the agreement. It was the delay in paying the dentist that was the real problem.

In summary, I'm satisfied that AWP provided inadequate customer service, with poor communication and unnecessary delay. As mentioned above, the matter at hand is what would be an appropriate level of compensation.

Mr A spent a lot of time chasing up his claims, which included periods of being on hold and calls going unanswered. When he did speak to advisers, he was sometimes given incorrect or contradictory information, which must have been very frustrating.

AWP could have settled the claims sooner. In particular, the delay in paying the medical claim caused Mr A some difficulty. He had been referred to the dentist by a friend. So, when payment was delayed, that caused tension and then ultimately the breakdown of that friendship. The friend communicated to Mr A that the dentist was considering taking legal action. So, it would have been stressful for Mr A to have that hanging over him.

Mr A has explained that he has suffered from poor health. He has been signed off work due to stress, which has been compounded by the problems he encountered in making the claim.

In response to the investigator's complaint, Mr A talked about her recommendation of £300 being a 'meagre reprimand' to the business. However, it is not our role to punish the business. Awards of compensation are primarily to reflect the impact on the consumer.

I have a great deal of sympathy for the situation Mr A found himself in. And I can understand why he believes he should receive a more significant amount for the trouble and upset he has incurred. However, as an alternative dispute resolution service, our awards are lower than he might expect and probably less than a court might award.

Having thought very carefully about what Mr A has said, I consider that £300 is fair and reasonable compensation for the distress and inconvenience caused.

Finally, with regard to the SAR, I understand that AWP sent this to Mr A in August 2023. However, Mr A says it doesn't contain all the information that he asked for. I agree with our investigator that AWP should contact Mr A to discuss what more information can be provided, if any.

### **My final decision**

For the reasons set out above, my decision is that I uphold the complaint and require AWP P&C SA to pay Mr A £300 compensation in total. It can deduct any amounts already paid from this total.

AWP P&C SA should also contact Mr A to clarify what information he considers is missing from his SAR and to provide this if possible.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 May 2024.

Carole Clark  
**Ombudsman**