

The complaint

Mr and Mrs E are unhappy with how Astrenska Insurance Limited (Astrenska) handled their travel insurance claim.

What happened

In June 2023, Mr and Mrs E took out a single trip travel insurance policy. Astrenska is the policy underwriter.

Their travel dates were from 7 June 2023 to 28 June 2023. They decided to do a trip for three weeks using their car, with a tow caravan.

On 9 June 2023, Mrs E unfortunately injured her hip when she fell off from a bike. She was taken to hospital and had to have a total hip replacement.

Mr E tried calling Astrenska for assistance on 9 June 2023 but couldn't get through. He then called on 11 June 2023 and spoke to an advisor who said they would be able to assist but needed medical reports before any arrangements could be made. He said Mrs E had the hip replacement operation on 9 June 2023 and she was being discharged on 12 June 2023. Mr E sent the medical information to Astrenska on the same day.

Following discharge, Mr and Mrs E remained at the same site for three nights. At this point, Mr and Mrs E amended their return ferry crossing and arrived back home on 14 June 2023.

The medical report was received by Astrenska on 11 June 2023, an acknowledgement was sent to Mr E on 13 June 2023, but they weren't reviewed until 15 June 2023.

When Astrenska called Mr E on 15 June 2023 to discuss repatriation arrangements, Mr and Mrs E were already home.

Mr and Mrs E made a complaint to Astrenska because they were unhappy that no-one had contacted them. They said there were delays in assessing the claim and there was a lack of communication and support.

Astrenska responded and agreed there were some failings. The advisor could have asked for more information about what their arrangements were when Mrs E was discharged. If Astrenska was more informed about this, further arrangements could have been made for Mr and Mrs E to stay in a hotel which would have been more suited to Mrs E's post-surgery needs. And repatriation could have been arranged with better transport to return to the UK. There was a delay also in uploading the medical information Mr E sent on 11 June 2023 which meant that Astrenska couldn't review and get back to Mr and Mrs E until 15 June 2023 regarding their claim. Astrenska therefore offered Mr and Mrs E £75 for the distress caused to them. It also said had Mr and Mrs E not returned to the UK of their own volition, it would have provided the support they needed to return home.

Unhappy with the response, Mr and Mrs E brought their complaint to this service. Our investigator looked into the complaint and didn't uphold it. She said Astrenska did cause

some delays and it could have communicated better in. But she also said that Mr and Mrs E could have waited until they received a response from Astrenska regarding their claim and it would have helped them return to the UK. This could have avoided the distress and inconvenience suffered travelling back and making their own arrangements. She thought the £75 compensation award was fair and reasonable in the circumstances.

Mr and Mrs E disagreed. They asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly.

I'd like to say at the outset that I am sorry for the pain and distress that Mrs E suffered due to the fall and the subsequent hip replacement carried out. It must have been difficult for both Mr and Mrs E.

It's not in dispute that there were some failings in Astrenska's handling of Mr and Mrs E's claim. Both parties agree with this.

So, the key issue in dispute now is whether the amount of the compensation offered by Astrenska is fair and reasonable in the circumstances of the complaint. I will therefore base my decision on this issue.

I've reviewed all of the information and listened to the call recordings provided to me. Mr and Mrs E say they're unhappy about the delays in assessing their claim and the lack of communication from Astrenska. As they didn't receive an answer to their claim, they returned to the UK by making their own arrangements. Mrs E suffered a lot of pain in travelling back in their car, they say this could all have been avoided had Astrenska responded to their claim promptly.

I can see Mr E called Astrenska a couple of times on 9 June 2023 – on the day of the fall – but couldn't get through to anyone. He then called on 11 June 2023 and informed Astrenska of what happened and confirmed their return date was 28 June 2023. The advisor explained that Mr E will need to send them the medical report. She sent an email to Mr E, and he replied to the email sending the medical report.

Astrenska called Mr and Mrs E on 15 June 2023 to confirm that arrangements can be made by it. However, Mr and Mrs E had already returned home.

I agree there were some failings made by Astrenska. It could have asked further questions about the immediate arrangements following Mrs E's discharge from the hospital and also managed their expectations on how long a response about the claim would take. I can't see that this happened. I can also see that it took longer for the medical report to be uploaded. So, it's evident there were aspects where Astrenska could have provided better service.

At the same time, I can see the advisor said on 11 June 2023 that before a decision could be made on the claim, the medical team will need to review the report. Mr E said he would wait

to hear back, and he'll send the medical report. As he didn't hear back, they made their own arrangements to return to the UK. I do understand why they decided to do this. But, by doing this, they took responsibility for their own return home. But had they waited to hear back from Astrenska, the responsibility would have been for it to ensure Mr and Mrs E's safe return home.

I don't doubt that the return journey was difficult and very uncomfortable. But I can't make Astrenska responsible for something that was taken away from it. I accept there was a delay between the call on 11 June and the call on 15 June. There's no evidence that Mr and Mrs E informed Astrenska they were planning to return home or that they chased it for an update.

Overall, I'm satisfied that Astrenska provided inadequate service and the communication could have been better. It has accepted this. I have every sympathy for the situation Mr and Mrs E found themselves in. And I can understand why they believe they should receive more compensation for the distress and inconvenience caused. However, we are an alternative dispute resolution service, our awards are lower than what Mr and Mrs E might expect.

Having thought carefully about what Mr and Mrs E have said, I'm satisfied that £75 is fair and reasonable compensation for the distress and inconvenience caused to them.

My final decision

For the reasons given above, I don't uphold Mr and Mrs E's about Astrenska Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs E to accept or reject my decision before 29 May 2024.

Nimisha Radia
Ombudsman