

## **The complaint**

Mr X is unhappy with the way AWP P&C SA handled a claim he made on his travel insurance policy.

## **What happened**

Mr X has the benefit of a travel insurance policy linked to his current account ('the policy'). He made claims on the policy relating to a trip abroad in early 2023, during which he became ill and returned back to the UK later than originally planned.

Mr X was unhappy with the service received from AWP when handling his claim, including delays, requesting excessive information from Mr X and giving him conflicting and confusing information. He also says that he's been discriminated against because of this disability in breach of the Equality Act 2010.

In its final response letter dated July 2023, AWP apologised for his claim remaining outstanding, but it maintained that elements of the claim still needed to be validated. It said it had requested further information from Mr X which he wasn't prepared to give.

Mr X brought his complaint to the Financial Ombudsman Service. Our investigator looked into what happened and, overall, considered it fair and reasonable for AWP to request the information it has as part of its assessment of Mr X's claims. However, he did think Mr X been given confusing information at times and AWP had misinterpreted some information he had given. Our investigator was satisfied AWP caused Mr X some unnecessary distress and inconvenience and recommended it pay him £150 compensation.

AWP accepted our investigator's recommendation. Mr X disagreed. So this complaint was passed to me to consider everything afresh to make a decision. I issued a provisional decision in March 2024 explaining why I intended to direct AWP to pay Mr X £300 compensation. An extract of my provisional decision is set out below.

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Just so everyone is clear, I'm only considering Mr X's complaint up to the date of AWP's letter to Mr X dated 14 July 2023 which was a follow up to its final response letter dated 7 July 2023.

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. It also says they should handle insurance claims promptly and fairly.

Has AWP unfairly requested excessive information from Mr X, causing delays?

Up until the date of the final response letter, Mr X's claim had been outstanding for several months, having first made his claim in around March 2023.

It's not unusual for insurers to request information from those making a claim under a travel insurance policy so that a claim can be validated. After all it's for those making a claim to evidence that they have a valid claim under the policy, and they've experienced the losses being claimed for.

The policy terms also reflect (under the heading "claims information"):

You will need to obtain some information to support your claim. Below is a list of actions you will need to take and documents we will need in order to deal with your claim. Further information and/or evidence may be required by us after your claim has been submitted. If this is the case, we will inform you as quickly as possible.

For all claims

- Your original trip booking invoice(s) and travel documents showing the dates and times of travel.
- Original receipts and accounts for all out-of-pocket expenses you have to pay.
- Original bills or invoices you are asked to pay.
- Details of any other insurance you may have that may cover the same loss...
- As much evidence as possible to support your claim.

Mr X is unhappy with the amount of information AWP has requested in support of his claim.

In July 2023, shortly before the final response letter was issued, AWP asked him for more information including the reason why his return flight was booked the day after he arrived in the country he was visiting and before he was unwell. This had first been asked earlier in June 2023 and he'd been asked some follow up questions about that.

I do think this request was confusing as Mr X hadn't booked a return flight on this date. Mr X had departed the UK a day later than planned and provided the outbound ticket information to evidence that. So, I'm satisfied AWP unfairly confused the outbound ticket as a return ticket and this caused some unnecessary upset to Mr X. Particularly as he'd been asked about this more than once and he'd already explained what had happened.

However, in addition to this information, AWP also asked for other information including:

- why the name on the insurance policy was different to the documents provided and a copy of Mr X's passport.
- the reason why he was travelling in taxis when abroad at a time when he said he was unwell.
- for permission to contact third parties including the airline, booking provider and walk-in clinic to discuss the flight booking and medical notes.

I don't think it's unreasonable for AWP to request this further information. It has identified that Mr X's claim for taxi costs involved around 40 journeys, including multiple journeys on the same date. I don't think it's unreasonable for AWP to clarify the purpose of those journeys when seeking to validate the claim in the circumstances of this case.

Likewise, I don't think it's unreasonable for AWP to seek to clarify the reason for Mr X's surname being different on the insurance policy and other documents provided. Or, in principle, to want to clarify some points with third parties.

It seems that an impasse has now been reached. But I don't think it would be fair and

reasonable for me to hold AWP responsible for this.

Mr X has said he feels discriminated against and he's being asked to provide unreasonably excessive information which says is because he's raised concerns about AWP not making reasonable adjustments for him.

I don't have any power to determine whether AWP has acted in breach of the Equality Act 2010 ('the Act'). Only a Court can do that. However, I am required to take into account relevant law (amongst other things) when considering whether AWP has acted fairly and reasonably here.

Where relevant that will include the Act and for that to be relevant here, Mr X's condition would need to amount to a disability as defined by section 6 of the Act.

For the purpose of this decision, even if I assumed that Mr X's condition does amount to a disability, I don't think AWP has acted unfairly by requesting this further information from Mr X or that it wouldn't have asked this of another policyholder in similar circumstances - or if he hadn't raised concerns that it hadn't made reasonable adjustments. Nor do I think AWP has acted unreasonably or disproportionately by awaiting this information before taking further steps to seek to validate the claim.

Has AWP given Mr X wrong, conflicting and/or confusing information?

In addition to confusing Mr X's rebooked outbound flight with a return flight, I'm satisfied AWP has also provided incorrect and confusing information including telling Mr X on 8 June 2023 that his claim had been settled the day before and that he'd be receiving payment shortly.

However, there's a letter from AWP to Mr X on the same date (8 June 2023) saying that payment had been declined as it needed more information. I'm satisfied the contents of these letters would've been confusing and upsetting for Mr X.

In June 2023, Mr X was also asked about a flight in May 2023, but he'd returned back to the UK in March 2023 so, again, I can understand why this was confusing for Mr X.

I'm also satisfied that Mr X was told on 7 July 2023 that AWP only needed him to provide information relating to two questions. That was after it had asked him five questions the day before. A week later, AWP said the claim couldn't be progressed without providing information in relation to five queries. Whilst I don't think the queries raised by AWP are unreasonable in the circumstances of this case, I can understand why Mr X felt confused and frustrated by AWP's change in position.

From what I've been provided by the parties, I'm also satisfied that there were delays between April and June 2023 during which it doesn't seem like the claim was proactively being progressed by AWP.

Mr X is upset by how long the claims process has taken and whilst I'm satisfied that AWP has reasonably asked Mr X to provide more information about his claim, I'm also persuaded that that the claim could've been more promptly progressed. I accept that Mr X was upset by the delays, and he went to the unnecessary trouble of contacting AWP about how long the claim was taking.

I'm intending to direct AWP to pay Mr X £300 compensation for the overall distress and inconvenience caused by some of AWP's service failings here.

However, I think it's important for me to again clarify that although I do think there has been some unreasonable delays, and Mr X has, at times, been given confusing or wrong information by AWP, I don't think AWP has acted unreasonably by asking Mr X further questions about his claim. If Mr X doesn't provide the information requested in AWP's email dated 14 July 2023, it won't be able to assess his claim or, alternatively, will have to assess the claim on the information available.

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I invited both parties to provide any further information in response to my provisional decision. Mr X didn't reply. AWP accepted my provisional 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.

As I didn't receive any substantive information to consider in response to my provisional decision, I'm satisfied that there are no compelling reasons for me to depart from my provisional findings.

For reasons set out in my provisional decision (an extract of which is set out above and forms part of my final decision), I partially uphold Mr X's complaint.

### **Putting things right**

I direct AWP to pay Mr X £300 compensation for distress and inconvenience.

### **My final decision**

I partially uphold Mr X's complaint and direct 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 X to accept or reject my decision before 10 May 2024.

David Curtis-Johnson  
**Ombudsman**