

## **The complaint**

Ms R has complained about the way Astrenska Insurance Limited handled a claim she made on a travel insurance policy and that it failed to provide additional support for her vulnerabilities.

The complaint involves the actions of the claim administrators, acting on behalf of Astrenska. To be clear, when referring to Astrenska in this decision I am also referring to the actions of any agents acting on its behalf.

## **What happened**

Ms R was on holiday abroad in August 2023. She lost a bag on the last day of the trip and therefore made a claim on the policy. She thought she had her bag at the time of leaving the hotel in a taxi. However, upon returning to her home, she realised that it was missing. She had no idea at what point in the return journey it had gone astray or whether it was lost or stolen.

Astrenska made an initial settlement of the claim on 15 January 2024. Upon reviewing the claim, it accepted that it had mis-applied its depreciation formula on some items and so paid a further £43.59 on 16 May 2024.

Our investigator thought that the claim could have been handled better. He recommended that Astrenska should pay 8% simple interest on the later claim amount and that it should pay £100 compensation for distress and inconvenience.

Ms R disagrees with the investigator's opinion 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.

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

Ms R says she made contact in August 2023 to register the claim. However, it was the seller of the policy that she contacted on 27 August 2023. It responded on 29 August 2023 by signposting her to the claims administrators. However, rather than contacting Astrenska as advised, she replied to the seller again on the same day with some further queries. The seller didn't respond further. It wasn't until she contacted Astrenska directly by phone on 8 November 2023 that her claim was logged.

There's no reason why Ms R should have any awareness of the different business entities involved in her travel insurance policy. Upon buying the policy, Ms R received a summary

sheet that provided relevant contact details. So, from her point of view, it was reasonable that she should email one of the email addresses. However, looking at the document she was given, it gives one set of contact details to make enquiries about your cover – this is the one Ms R contacted – and another set of details under the heading of ‘Making a claim on your policy’. And the seller did reply promptly to Ms R’s initial email, providing her with the correct details for Astrenska. So, I consider it was made clear who had to be contacted to make a claim. I do, however, appreciate Ms R says she was distracted at the time as she thought she might have contracted a health condition on holiday.

Ideally, the different entities involved would have worked more seamlessly together to ensure that Ms R’s second enquiry was directed to the right spot. But ultimately, I am unable to hold Astrenska responsible for a message not being passed on to it from the seller. So, Astrenska is not responsible for any delay before 8 November 2023.

Ms R has complained that the first adviser she spoke to on 8 November 2023 hung up on her. Having listened to the call, it’s apparent that it’s a really bad line and that the call just drops. I’m not persuaded the call was deliberately terminated.

Ms R calls in again. The line was still bad and so that adviser offered to call her back, after which point they can hear each other properly. As there is no record of her claim, she goes through it in detail during this call.

There’s a discussion about how Ms R hasn’t reported the loss to anyone, because she didn’t know where or how the bag went missing, she didn’t know who to report it to. She says she could make a police report now but the adviser says there’s no need in the circumstances. The adviser then put the call on hold whilst she checked that it was ok that there was no loss report or police report. After the hold, the adviser confirms that an exception can be made and it can be accepted that she doesn’t have a report.

As well as logging the claim, the adviser also logs the complaint. By way of explaining why she had emailed in August 2023, Ms R said that she found the portal difficult to use and inaccessible. She also said she hadn’t phoned until now as ‘phone calls are just kind of inconvenient’.

In response to this, the adviser says that, to make things easier, she was going to email Ms R the claim pack. She said that the pack explained all the documents that usually needed to be attached for a baggage claim.

Ms R then sends three emails to Astrenska on 5 December 2023. The required travel documentation is attached to two of them. In the third email Ms R explains that she has tried to use the online portal again which didn’t work. She said that, as a vulnerable customer with a disability who had additional support/communication needs, this had been particularly challenging.

She reiterated that she didn’t know whether the bag had been lost abroad or in the UK and that she had been told during the phone call in November 2023 that a police report was not required.

In terms of completing the form with the items being claimed for, she was unable to edit the form as it had been sent as a pdf document. Again, she said this had been particularly challenging for someone with her support needs.

The claim handler calls Ms R on 12 December 2023. I think there is some genuine miscommunication here and unfortunately the call gets off to a bad start. The handler says he’s calling for more information about the claim because only the travel information had

been received. Ms R takes this to mean that her main email of 5 December 2023 has been mislaid. This then causes her to become more frustrated later when the handler confirms that all three emails were received.

However, I think it's fair to say that the handler hadn't sufficiently familiarised himself with the case prior to calling. He says he understands that the bag was lost by the travel provider and then later asks if the bag was stolen from her. Had he read the notes from the call of 8 November 2023 and absorbed the information in Ms R's email of 5 December 2024, he would have understood the circumstances of the claim and how it had already been confirmed that no loss report was required. He mentions that no list of missing items has been received, whereas he should have understood that it hadn't been provided due to Ms R being unable to use the portal or edit the pdf document she'd been sent.

The handler does ask what format she would need the claim form to be in, and when she says that Word would be fine, he sends it to her immediately after the call. Unfortunately, he sends this with a generic email that contains standard wording about requiring a police report. I can therefore understand why Ms R gets the impression that she isn't being listened to.

A large part of Ms R's complaint is that she wasn't assisted to make the claim as a disabled person and her vulnerabilities weren't supported.

In the call on 8 November 2023 she doesn't specify that she has a disability or what reasonable adjustments she might need. She does tell the adviser that she found online portals difficult, although she doesn't explain why. The adviser says that she will send her a claims pack to make things easier. Although Ms R says she explained from the outset that she needed the document in Word or similar, that is not the case from the information I've seen. I appreciate that the pdf format was ultimately not helpful to Ms R. As the claim handler later explained, it can be printed out and then filled in by hand. Perhaps the adviser could have explained that it was a pdf form. But overall, I consider that the adviser was being helpful in response to Ms R's comment that she found portals inaccessible.

It is in the email that Ms R sent on 5 December that she first states her disability and that she has additional support needs. In the call on 12 December 2023, the claims handler asks what format she'd need the form in and then sends it to her as a Word document immediately afterwards. Beyond asking for the claim form in Word format, I haven't seen that Ms R requested any other adjustments at that time. At some point she then asks for a paper claim form to be sent to her. She comments to Astrenska that this of course could have been sent to her on either the 8 November or 12 December 2023. But she did not ask for a paper form, in preference to the forms promised by email, during the calls on those dates.

On 4 January 2024 Ms R emailed a list of missing items. The following day she emailed the completed claim form back in both Word and pdf formats. Astrenska replied the same day to say it needed copies of bank/credit card statements and receipts. The claim was then settled on 15 January 2024.

Overall, it's clear that the initial claims process was not easy for Ms R. Her communication needs were not fully met, particularly in relation to the call on 12 December 2023, where the lack of clarity from the claim handler caused Ms R some frustration and upset. There was also some delay during this part of the claims process. But, taking the claim registration date as 8 November 2023, it is not as significant as Ms R suggests.

Upon receiving the settlement details, Ms R queried the amount and highlighted that incorrect formulas for depreciation had been applied to four items. There's no dispute that Astrenska made a mistake in the way it originally calculated the claim. Upon reviewing the

claim it offered an additional £43.59. But it took it until 16 May 2024 to do so, which was too long. Therefore, I agree with our investigator that it should pay interest on this amount to compensate for the delay.

Another aspect of Ms R's complaint is that Astrenska accused her of fraud. This is in relation to the email sent to her on 5 January 2024 asking for bank/credit card statements and receipts. It says this information is needed to verify the claim.

I appreciate Ms R had previously told Astrenska that she didn't have receipts for all the items and that she was giving an honest account of her losses. However, the wording of the email is of the standard type you'd expect to see in correspondence between an insurer and a claimant. There is no allegation of fraud, inferred or otherwise. Astrenska was simply seeking evidence of proof of ownership and value, which was reasonable.

Our investigator recommended that Astrenska should pay compensation of £100, which Ms R considers to be insufficient. As an alternative dispute resolution service, our awards are more modest than Ms R might expect, and likely less than a court might award.

I've thought very carefully about what Ms R has said and the impact of Astrenska's shortcomings in dealing with the claim. However, on balance, I am satisfied that £100 is a fair and reasonable amount to compensate her for the distress and inconvenience caused.

### **My final decision**

For the reasons set out above, I uphold the complaint. I require Astrenska Insurance Limited to pay £100 compensation for distress and inconvenience. I also require it to pay 8% simple interest on the amount of £43.59 for the period 15 January to 15 May 2024†.

† If Astrenska Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Ms R how much it's taken off. It should also give her a tax deduction certificate if she asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 27 August 2024.

Carole Clark  
**Ombudsman**