

The complaint

Mr T has complained about the service he received from Zurich Insurance PLC when he made on a claim on a travel insurance policy.

Mr T is being represented by a family member in making this complaint. However, for ease, I will just be referring to Mr T in this decision.

The complaint involves the actions of the medical assistance service, acting on behalf of Zurich. To be clear, when referring to Zurich in this decision I am also referring to any other entities acting on its behalf.

What happened

Mr T was on a trip abroad when he became unwell, requiring his admission to hospital on 20 February 2023, where he received treatment and underwent tests.

Zurich was monitoring the situation and awaiting confirmation that Mr T was fit to fly. Mr T told it on 1 March 2023 that the doctor had deemed him fit to fly but that he would require re-admission to hospital upon his return to the UK. The hospital sent Zurich the fit to fly note on 2 March 2023.

Zurich therefore started to make arrangements for Mr T to fly back. It undertook a bed search at hospitals close to Mr T's home. It found one that agreed to admit him, with a bed being available on 7 March 2023. Zurich therefore started to make the remaining arrangements to coincide with that date, such as flights and medical transfers to and from the airports.

Despite all of this work behind the scenes, Zurich didn't keep Mr T fully informed. There was some miscommunication which resulted in him making his own way back to the UK on 3 March 2023, with an expectation that an ambulance would be waiting for him upon his return.

In response to the complaint, Zurich acknowledged that there had been delays in communicating with him. It apologised and offered £100 compensation for distress and inconvenience.

Our investigator thought that the compensation amount should be increased to £300, to which Zurich agreed. However, Mr T disagrees with the investigator's assessment 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.

Mr T says his complaint was also about his dissatisfaction with the claim settlement. However, as our investigator has explained, we can only look at issues once the business

has had a chance to respond to them. Zurich's final response letter dated 6 June 2023 is in response to his complaint about the service he received whilst in hospital abroad and does not deal with any issues about the claim settlement.

Mr T would need to make a new complaint to Zurich about the claim settlement, if he hasn't already done so. If he is unhappy with its response, he could then bring that complaint to this service.

To be clear, this decision is only looking at the actions of Zurich's medical assistance service.

I've carefully considered the obligations placed on Zurich by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Zurich to handle claims promptly and fairly.

It is not in dispute that Mr T received poor service. Zurich upheld the complaint in full, as has our investigator. The matter at hand is how much compensation should be awarded for the distress and inconvenience caused to a result.

Because Zurich didn't keep Mr T fully informed, that caused him some anxiety about what was happening, when he'd be able to return home, and whether he would be going to hospital in the UK or not. Due to the state of his health, he clearly needed support in being repatriated, which he didn't get.

I can understand why Mr T would think he deserves a higher amount of compensation for the impact this has had on him. However, as an informal dispute resolution service, our awards are more modest than he might expect.

I've thought about everything Mr T has said but, overall, I'm satisfied that £300 is fair and reasonable compensation for the distress and inconvenience caused.

My final decision

For the reasons set out above, I uphold the complaint and require Zurich Insurance PLC to pay £300 total compensation for distress and inconvenience. It should pay this amount now if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 29 November 2024.

Carole Clark
Ombudsman