

The complaint

Mr R is unhappy with the service he received from AWP P&C S.A. when he needed emergency assistance abroad.

What happened

Mr R became unwell whilst abroad with symptoms of vomiting and diarrhoea. He's unhappy with the level of support and assistance he received, especially with paying for treatment and medication. Mr R complained to AWP.

In their final response letter AWP said their normal process in such circumstances would be for the policyholder to pay their expenses and reclaim them. However, given Mr R's circumstances they'd paid for the hotel and made other special allowances to try and assist him. Mr R asked the Financial Ombudsman Service to review his complaint.

Our investigator looked into what happened. She partly upheld Mr R's complaint and recommended AWP pay £150 compensation. Overall, she thought AWP had acted fairly in relation to the medical assistance given. But she didn't think AWP always communicated clearly with Mr R.

Mr R asked an ombudsman to review his complaint. In summary, he felt the offer of £150 was insulting and that he hadn't been treated fairly when he was unwell. So, the complaint was referred to me to make 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.

The relevant rules and industry guidelines say that AWP have a responsibility to handle claims promptly and fairly.

I'm partly upholding this complaint. However, I think £150 compensation is fair and reasonable. I'll explain why:

- I'm satisfied that AWP gave Mr R a reasonable level of assistance bearing in mind the nature of his illness and his circumstances.
- AWP would usually direct a policyholder to pay their expenses and claim them back in circumstances such as these. That's set out in the policy terms and conditions and is standard industry practice in cases such as this. However, as Mr R said he was experiencing financial difficulty I think AWP made reasonable efforts to assist him. That included, for example, paying for accommodation and trying to pay for medication for him at a pharmacy.
- I appreciate that Mr R had ongoing other expenses, including food. However, that's not something that's covered by the policy. I don't think it is reasonable to direct AWP

to pay expenses outside of the policy terms in the circumstances of this case.

- I've thought about whether it's reasonable to direct AWP to pay for food for a specific diet which was recommended to Mr R following his symptoms. I'm not persuaded that's fair and reasonable in the circumstances of this case. Mr R would have always need to pay for food, regardless of whether he followed a specific diet.
- AWP explained to Mr R that they'd withdraw cover. That decision was taken around two weeks after Mr R first contacted AWP for help. I think that, by that point, AWP had given Mr R a reasonable opportunity to obtain the medical evidence they needed and given him adequate support to access medical support. So, I don't think they treated Mr R unfairly in the circumstances.
- Mr R is particularly unhappy that he wasn't given clear information about help with flight and cab costs. However, ultimately, AWP wasn't able to confirm cover under the policy whilst Mr R was abroad. Therefore, given the circumstances of this complaint, I don't think it was unreasonable that they didn't assist with these issues. As I've outlined above, I think they reasonably withdrew cover and therefore Mr R needed to pay and claim for any further expenses.
- I've looked at the communication AWP had with Mr R. I think they regularly contacted him to make sure that he was feeling better and ensure he had sufficient support. That's what I'd expect them to do. I appreciate that Mr R found this overwhelming, but I don't think AWP's contact with him was unreasonable.
- Some of the communication in the phone calls could have been better. I accept that was frustrating for Mr R but I think £150 compensation fairly reflects the impact of any distress and inconvenience caused.
- Since Mr R referred his complaint to the Financial Ombudsman Service AWP have issued a further final response letter dealing with Mr R's claim for expenses and customer service issues relating to the claim. That's not something I can address as part of this complaint. I've considered the issues raised in Mr R's initial complaint to AWP.

Putting things right

AWP needs to put things right by paying Mr R a total of £150 compensation for the distress and inconvenience caused by poor customer service.

My final decision

I'm partly upholding this complaint and direct AWP P&C S.A. to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 February 2025.

Anna Wilshaw
Ombudsman