DRN-5776632

The complaint

Mr R is unhappy with the service he received from AWP P&C S.A. when he claimed on his travel insurance policy. He's also unhappy with the settlement of his claim.

What happened

Mr R became very unwell whilst on holiday abroad and required urgent medical treatment.

He was hospitalised, had emergency surgery and was in a coma. He's unhappy with the service he received whilst abroad and that AWP didn't cover all his financial losses, including the cost of care for his animals whilst he was unable to return home.

Mr R complained to AWP and they offered £300 compensation for delays in handling the claim. However, they explained that there was no cover under the policy for the cost of caring for animals. Mr R complained to the Financial Ombudsman Service.

Our investigator looked into what happened and partly upheld the complaint. She didn't think AWP needed to pay for the care of the animals as this wasn't covered under the policy. However, she thought AWP needed to increase the total compensation to £750. She acknowledged Mr R had post-traumatic stress disorder (PTSD) and that the delays caused Mr R considerable distress and inconvenience. In particular, she thought there were delays in arranging the repatriation once Mr R was fit to fly.

AWP accepted the investigator's recommendation. Mr R asked an ombudsman to review his complaint. He said that the insurer hadn't compensated him for the delay in repatriation. He also highlighted that a representative from the insurer never came to the hospital and that a translator had been promised but never came. Finally, he pointed out that the delays had extended the time they were abroad which had impacted the bill for the care of the animals in the UK.

The complaint was referred to me to make a decision.

In July 2025 I issued a provisional decision. I said:

> I'm very sorry to see the circumstances which gave rise to Mr R's claim. It's clear that he was very unwell and required invasive and intensive medical treatment. It must have been a very worrying and upsetting time for Mr R and his partner. I have a lot of empathy with the circumstances Mr R has described, particularly as he has explained he has a diagnosis of PTSD and couldn't access his medication.
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> At the outset I acknowledge that I've summarised this complaint in far less detail than Mr R has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.
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> The rules that govern our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've

overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

I'm partly upholding Mr R's complaint but I think a total of £750 compensation is fair and reasonable in all the circumstances.

Customer Service whilst abroad

Mr R has raised a number of concerns about the service they received abroad. I'll focus on what I consider to be the key points which are relevant to the outcome of this complaint.

a) Standard of care and access to medication

Some of the issues Mr R has mentioned were outside of AWP's control. They aren't responsible for the standard of care in a foreign hospital. Unfortunately, the standard of care at some facilities isn't to the same standard as the UK. However, Mr R was receiving treatment and was able to access urgent care.

I also can't fairly hold AWP responsible for the fact that the hospital abroad were not able to prescribe him the medication he needed for his mental health conditions. Whilst I can understand that was highly distressing for Mr R I don't think that's something that AWP could influence. And, for the reasons I'll explain below, I'm satisfied that the repatriation plans progressed at a reasonable pace.

b) The repatriation plans

I appreciate that Mr R wanted to return home and that he was unhappy with how the repatriation was handled. However, I can see from the notes that there were a number of barriers to returning him home. The 'fit to fly' certificate says that Mr M wasn't fit to fly until 28 August 2024. I can see that Mr R's partner was told in mid-August that he was fit to fly by air ambulance. However, I think AWP had legitimate concerns about returning Mr R home so soon after surgery. There were also issues that needed to be resolved about his readmission to a UK hospital. For example, the hospital in the UK required some specific information which then also needed to be clarified with the treating team.

I agree that AWP could have taken steps earlier to arrange the repatriation plan and communicated what was happening more clearly. However, ultimately, the repatriation plan was put in place a few days after the fit to fly certificate was received. I'm also satisfied that AWP was making ongoing enquiries with the hospital in the UK and the treating hospital to ensure Mr R's safe return to the UK.

Ultimately, Mr R's partner took the decision to repatriate him without AWP's help. I understand why they took that decision. However, I'm not persuaded that AWP caused a significant delay in repatriation. They had plans in place to repatriate Mr R within a few days of the fit to fly certificate being issued. I think that was reasonable in all the circumstances. I don't think it was reasonable to expect AWP to repatriate Mr R within hours of the 'fit to fly' certificate being obtained.

I appreciate that Mr R was concerned that there was no contact with the hospital in the UK and that plans weren't being made to repatriate him. However, based on the evidence that's available to me I think those plans were being made. I've seen evidence that AWP were making arrangements with the UK hospital and had provisionally booked an air ambulance. Bearing in mind how unwell Mr R had been, and what they'd been told about his mental health, I think that was a reasonable option in the circumstances.

c) Lack of local representation and/or translator

The policy doesn't cover local representation, a translator or for a member of the insurer's medical team to attend the hospital. I can't see that this was something Mr R was promised during his partner's conversations with AWP.

In any event I can see that AWP were using a local agent to facilitate sharing information with the treating hospital. But it's not common for the local agent to attend the hospital and liaise directly with the family.

It's not usually something that I'd expect an insurer to arrange, except in very unusual or exceptional circumstances where it would be fair and reasonable to do so.

Given that Mr R was receiving treatment and accessing care I don't think AWP acted unreasonably in all the circumstances.

d) Access to GP records

I think AWP could have commenced the process for obtaining the GP medical records at an earlier stage. I think it ought reasonably to have been clear from the circumstances reported by Mr R's partner, and the severity of his condition, that they were likely to be needed to see if he had any pre-existing medical conditions.

Mr R had been in hospital over a week before they were requested. Whilst I appreciate AWP were waiting for a medical report from the treating hospital I think it would have been reasonable to request the GP records at an earlier stage to avoid later delay.

I appreciate that Mr R feels that AWP relied on his partner's statement that the GP was on holiday. That conversation took place on the 9 August 2024, after a request was sent to the surgery the previous day. I agree that AWP ought to have been more proactive about chasing this up with the surgery, regardless of whether Mr R's usual GP was on leave.

AWP then took the decision on 19 August to confirm cover without the medical records once they'd received other information from the treating hospital. So, I can understand why this was confusing and frustrating for Mr R as he'd previously been told AWP needed the medical records to confirm cover.

Taking all of the above into account I think AWP could have communicated more clearly and been more proactive about this issue. That said, for the reasons I've set out above, I don't think Mr R could have reasonably been repatriated at an earlier stage. So, I don't think this prevented his earlier repatriation.

e) Lack of financial assistance

I appreciate that Mr R's partner was in a difficult position as she needed to pay for accommodation and some of the medical expenses upfront. I understand that this would have been difficult and stressful for her.

It's unusual for a travel insurer to assist with immediate and up front costs, particularly when cover hasn't been confirmed. It's common in such circumstances for a policyholder to pay and claim for the costs. I wouldn't expect an insurer to loan money to a policyholder. I can also see that AWP recommended Mr R's partner set up a claim as soon as possible to try and expedite her claim for a refund.

Furthermore, AWP didn't confirm cover until 19 August 2024. This was following several attempts to obtain Mr R's medical history before confirming cover. As this wasn't successful they took the decision to confirm cover to avoid delay. I think that was reasonable in the circumstances, particularly as discussions about repatriation had started.

Taking all of the above into account I'm not persuaded AWP acted unreasonably by failing to offer financial assistance.

f) Communication and customer service

I can understand why Mr R feels that AWP demonstrated a lack of urgency when he was experiencing, what he described as, a horrendous ordeal.

Overall, I think AWP could have been more proactive in their communication and been clearer about what their plans for repatriation were. There was a lot of activity in the background but AWP didn't always clearly explain what was happening and why. Contact was also predominantly driven by Mr R's partner, on his behalf.

The settlement of the claim

a) Costs for the care of animals

I'm satisfied it was reasonable for AWP not to cover the additional costs associated with the care of the Mr R's animals. That's not something that is specifically covered by the policy terms and conditions. Other insurance policies available on the market do offer some cover for such expenses, but Mr R's doesn't.

Mr R says that this wasn't made clear to him earlier in the claim journey and, had it been made clearer, then they would have looked into other options such as crowdfunding. He also makes the point that if he'd been repatriated sooner those expenses would have been minimised.

I'm not persuaded that it is fair and reasonable for AWP to cover expenses for the cost of animal care. Even if Mr R's partner had been advised of the lack of cover I'm not persuaded it would have led to the family taking different action.

Mr R's partner explained that the animals needed to be housed in specific accommodation. And there's no guarantee they would have been able to raise funds through a crowdfunding campaign. Furthermore, for the reasons I've outlined above, I'm not persuaded there was a significant delay in the repatriation process. So, I'm not persuaded that the evidence persuasively demonstrates that Mr R lost out

financially because of something AWP did wrong.

b) Delays in settling the claim and customer service

AWP accepted in their final response letter that errors were made in the settlement of the claim. That included:

- Not promptly settling the accommodation costs
- Managers not calling back
- Communication issues around the documentation required and the format of it needed to be sent in.

Putting things right

Mr R's partner led the communication and conversations with AWP during the time that Mr R was abroad. It's clear that many of these conversations were incredibly frustrating and challenging given the stressful circumstances and how unwell Mr R was.

I don't have the power to make an award to Mr R's partner. She's not party to the contract of insurance and therefore I can't award her compensation for the distress and inconvenience she experienced. I have taken into account that Mr R was aware of the distress caused to his partner by her dealings with AWP.

I've therefore considered the impact of the errors I've identified during the time Mr R was abroad and the settlement of the claim.

Mr R was in a vulnerable situation whilst he was abroad, particularly as AWP were aware he didn't have his usual medication and that this was causing him to experience a deterioration in his mental health. He was also recovering from the physical trauma he'd experienced following treatment in intensive care.

I think the lack of clear communication caused Mr R to lose trust and confidence in AWP at a time when he was unwell, situationally vulnerable and in distress. So, I think AWP did cause him avoidable distress and inconvenience at an already difficult time. This was further compounded when there were errors in settling the claim, and Mr R was experiencing financial pressures because of the upfront costs he'd incurred.

However, I think the award of £750 compensation fairly reflects the impact on Mr R. AWP's errors caused substantial distress and inconvenience, particularly whilst Mr R was abroad, and he had recently come out of a coma. So, I think it had a substantial short term impact on him and has also had some impact on him long term as well.

So, I'm intending to direct AWP to put things right by paying a total of £750 compensation.

AWP accepted my provisional decision. Mr R made further representations as he thought AWP should pay £1875 for home boarding and £1050 in taxi fares. He said there had been a delay of 7 days and highlighted that AWP hadn't managed his expectations about the cover available under the policy. He said that had AWP emailed a copy of the policy he'd have made other arrangements. So, I now need to make a final 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.

Having done so I remain persuaded that it's fair and reasonable to direct AWP to pay Mr R £750 compensation. Mr R's further representations haven't changed my thoughts about the overall outcome of this complaint.

I say that because:

- I appreciate that Mr R may not have been fully informed about the extent of cover available under the policy during the time that they were abroad. However, in such circumstances, if the correct information was provided, the expenses would not have been covered under the policy. And, as I outlined in my provisional decision, I'm not persuaded that Mr R has demonstrated that he would have acted differently had he been informed of the policy benefits and limitations. That's because I still think, on balance, he'd have incurred the additional expenses.

- Mr R's policy is linked to a package bank account. I note that he's said he didn't have a copy of the information about his policy available. If Mr R remains unhappy that he wasn't provided with this information he'll need to make a complaint to the bank who offered him the policy. And, it was Mr R's responsibility to check that the policy met his needs. So, this hasn't persuaded me that AWP need to do anything further to put things right.

- I've considered Mr R's representations that there was a delay in repatriation. However, as I explained in my provisional decision, I think AWP were making arrangements in the background but failed to communicate this clearly to Mr R. And ultimately the 'fitness to fly' certificate wasn't finalized until a few days before they had arranged the repatriation. Therefore, I'm not persuaded that there were unreasonable delays in the repatriation process as Mr R wouldn't have been fit to fly until late August.

Putting things right

AWP needs to put things right by paying Mr R a total of £750 compensation for distress and inconvenience.

My final decision

I'm partly upholding Mr R's 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 September 2025.

Anna Wilshaw
Ombudsman