

The complaint

Mr and Mrs M are unhappy that AWP P&C SA (AWP) partially settled their travel insurance claim.

Any reference to AWP includes all its agents.

What happened

Mr and Mrs M have travel insurance alongside their bank current account. AWP is the underwriter on the policy.

Mr and Mrs M and their grandson went on their trip on 27 March 2023. They were due to return on 11 April 2023. While abroad, Mr M unfortunately suffered a fall, at the hotel they were staying in, and fractured his foot. He was treated at the hospital and a cast was put on his leg.

Mr M was provided with a 'fit to fly' certificate by the treating consultant. The consultant recommended Mr M was fit to fly in seating position with extra legroom and assistance in the flight and at the airport.

As Mr M had suffered an injury to his foot, in order to provide support to him on their return flight, their son (from the UK) booked Mr and Mrs M and their grandson an upgraded ticket each. They returned back to the UK on their scheduled return date.

Mr and Mrs M submitted a claim on 12 April 2023 to AWP for a total cost of £3541.22. AWP assessed the claim and partially settled it for the amount of £1,070.35.

Unhappy with AWP's review of their claim, they made a complaint. AWP issued its final response on 21 June 2023 and said the claim had been assessed correctly and in line with Mr and Mrs M's policy terms and conditions. Mr and Mrs M booked upgraded tickets on their return journey which AWP said wasn't deemed medically necessary, except for Mr M. It settled the claim for medical costs, the upgraded flight cost for Mr M and deducted an excess of £75.

Mr and Mrs M brought their complaint to this service. They say they want their full claim to be settled rather than a partial settlement. Our investigator looked into the complaint. She partially upheld the complaint. She recommended that AWP settle the cost for the initial doctor's consultation and add 8% simple interest per annum one month from the date of the claim to the date of settlement.

Our investigator also said that AWP could have provided better service to Mr and Mrs M as the level of communication and speed of resolution wasn't to the standard expected. So, she recommended that AWP offer Mr and Mrs M £100 for distress and inconvenience caused to them.

She didn't think it was fair for AWP to settle the additional costs for Mrs M and their grandson's upgraded flights or the taxi costs. She thought this wasn't in line with the policy

terms and conditions and it wasn't unreasonable that AWP declined this part of the claim.

AWP responded and accepted the investigator's assessment.

Mr and Mrs M disagreed with the assessment and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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 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, and that they should handle claims promptly and fairly.

I've carefully considered all the available evidence. I appreciate that having an injury abroad can be a stressful time and can be difficult. I'm sorry that Mr and Mrs M had to go through this. Having reviewed everything, however, I agree with the conclusions reached by the investigator. I'll explain why.

Firstly, I'd like to confirm that as AWP has agreed to pay the cost of the initial consultation fee with the additional 8% simple interest and also agreed to pay the £100 compensation for the standard of service it provided, I won't be commenting on these aspects further as they are no longer in dispute.

Mr and Mrs M have said they would like the claim for the seat upgrades and taxi costs fully settled so I'll be focusing on whether I think this is fair and reasonable.

I'd like to confirm that Mr and Mrs M's grandson wasn't a policy holder in his own right, and he doesn't fall within the definition of '*dependent children*' as provided under Mr and Mrs M's travel policy. I'm satisfied therefore that Mr and Mrs M's grandson has no cover under the policy and therefore AWP has fairly declined the claim regarding the cost of his upgraded flight.

I can see that Mr M contacted AWP on 1 April 2023 to inform it that he had sustained an injury and needed assistance. I can also see that Mrs M contacted AWP on 3 April 2023 by email and she received a response that her email had been forwarded to the claims team. As no further contact was made by AWP with Mr or Mrs M, they went ahead and booked upgraded flights for their return to the UK. They say there was limited availability, and they needed to book their seats quickly. I do understand why they might have done this. But I can't see evidence they sought authorisation from AWP before booking the flights. I've looked at the fit to fly certificate. The consultant said Mr M was '*fit to fly in seating position. He will require more leg room and assistance in the flight and at the airport.*'

I'm not persuaded Mr M needed to have Mrs M and their grandson on the upgraded seats. They all travelled back on the same scheduled return flight except that the seats had been upgraded. Having looked at the terms and conditions of their policy, I can't see that it was medically necessary for Mrs M or their grandson to take the seat upgrades. I'm therefore satisfied that AWP didn't unfairly decline the claim for Mrs M and their grandson's cost of the

upgraded flights. I also agree that it was fair for AWP to pay for Mr M's portion of the seat upgrade, as it was deemed medically necessary.

I've considered Mr and Mrs M comments. They say although the fit to fly certificate and medical report didn't specifically mention support or assistance during the flight, it was quite obvious from the injury Mr M had sustained, that he couldn't stand unaided and required a wheelchair to move around or needed someone to hold him when standing. Both Mrs M and their grandson booked upgraded flights so they could provide assistance to Mr M on the flight. While I appreciate that Mr M would have needed support, extra legroom and assistance and therefore an upgraded seat, I can't see that it was deemed medically necessary that Mrs M and their grandson required the upgraded seats. Support would have been available from the staff on the flight, and he had wheelchair facilities at the departing airport as well as the arrival airport.

Regarding the cost they have claimed for taxis, I've looked at the terms and conditions of Mr and Mrs M's policy. This states there is no cover for these additional transport costs as Mr and Mrs M didn't stay beyond their scheduled return date. So, I'm not persuaded AWP should pay for these costs.

Overall, based on the available evidence, I don't think AWP declined the cost of the upgraded flights for Mrs M and their grandson unfairly or unreasonably.

Putting things right

To resolve Mr and Mrs M's complaint, within 28 days from the date we tell it that Mr and Mrs M accepts our final decision, I direct AWP to put things right as follows:

- Pay Mr and Mrs M for the cost of the initial consultation fee and add 8% simple interest one month from the date of the claim to the date of settlement.
- Pay Mr and Mrs M £100 compensation for the poor service it provided.

My final decision

For the reasons given above, I partly uphold Mr and Mrs M's complaint about AWP P&C SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 8 February 2024.

Nimisha Radia
Ombudsman