

The complaint

Mr A has complained that AWP P&C SA has declined two claims he made on his annual travel insurance policy that he has as part of his packaged bank account. He has also complained that it told him the claims were rejected due to his nationality and religion.

What happened

Mr A was abroad between June and October 2022 and made two medical expenses claims for incidents during that trip. Firstly, for an injury to his finger that happened on the outbound flight on 13 June 2022. Secondly, for injuries sustained from being the victim of a hit and run road traffic accident on 25 June 2022.

AWP declined the claim on the basis that the information Mr A provided was unclear and insufficient.

Our investigator thought that AWP had acted fairly and reasonably in declining the claims, in line with the policy terms and conditions. Mr A disagrees 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 AWP by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AWP to handle claims promptly and fairly, and to not unreasonably decline a claim.

In relation to the emergency medical assistance service, the policy provided details of how to make contact and states:

'Please tell us as soon as possible about any serious illness or accident abroad where you have to go into hospital or you may have to return home early or extend your stay because of any illness or injury. If you are unable to do this because the condition is life, limb, sight or organ threatening, you should contact us as soon as you can. You must also tell us if your medical expenses are over £500. If you are claiming for a minor illness or accident you should, where possible, pay the costs and reclaim the money from us when you return. You can call 24 hours a day 365 days a year or email.'

Under the 'Emergency medical and associated expenses' part of the policy, it states:

'What is not covered

2. The cost of private treatment, unless authorised specifically by us.'

Mr A didn't contact AWP until his return to the UK in October 2022, even though he was claiming £8,000 and £9,000 respectively for each incident. When asked by our investigator

why he hadn't called the emergency medical assistance service, he firstly said that he didn't know who his insurer was and then secondly, that he didn't have any credit on his phone. He has provided some evidence that he contacted his bank's online virtual assistant service in relation to the accident to his finger. But the screenshots he has provided aren't dated. And, although the bank said it couldn't help and referred him to its travel insurance customer service team, there is no evidence that he then did go on to contact them.

Because Mr A didn't contact AWP at the time of the either incident, it wasn't given the opportunity to discuss his injuries or the appropriate treatment with him. And so it wasn't able to authorise his treatment in advance.

As our investigator has mentioned, it is the responsibility of a policyholder to show that they have a valid claim. Additionally, the policy wording makes it clear that as much detail as possible needs to be provided and that someone would need to supply all the information and documents that are asked for.

Mr A is of the view that he has given enough evidence for the claims to be paid. But looking at what he has provided, I can understand why AWP has concluded that the information is unclear and insufficient.

Claim for the finger injury on 13 June 2022

Mr A has provided two documents relating to this claim.

The first document is a handwritten report from the hospital dated 13 June 2022. This is very difficult to read but says something about Mr A having had two different accidents and having paid cash for the different transactions in hospital. It states the price of the second transaction as 1.8 million in local currency.

As far as I'm aware, the finger injury was the first injury that Mr A sustained on his trip. So, it's confusing that this document mentions him having two accidents, because the hit and run didn't happen until later. But as I've said, the letter is very difficult to read, so it needs further explanation.

The other document is a handwritten medical report. It talks about admitting the patient, the injury being a cut to the left-hand little finger, stitches being done and a dressing applied. Then there is a list of medication followed by advice to dress daily, remove the stitches after seven days and bed rest for ten days. Someone has written '£8000' at the bottom of the page.

Mr A hasn't provided any receipts for payment, which he says was 1.6 million in local currency, that his uncle paid for him.

Based on the limited information available, the injury sounds relatively minor. Given that Mr A is claiming £8,000 in medical expenses for treatment, it's reasonable that AWP should require a breakdown of where those costs have arisen and proof of payment.

So, I think these two documents raise a number of questions that AWP would reasonably want to have clarification on, as well as the documents themselves not containing sufficient detail.

Claim for the hit and run injuries on 25 June 2022

Mr A has provided a police report, timed and dated as being 10am on 25 June 2022. It states that Mr A has attended the police station to report being hit from behind by an unknown vehicle. It reports him as saying he was seriously injured and that a rescue team came to take him to the nearest hospital.

There is then a brief handwritten medical report. There is some uncertainty over the date of this document as it is dated '25/8/22' to denote August. But then underneath the '8', a '6' has been written to denote it as June.

Again, it is quite difficult to read. It talks about pain in the arm and leg and it mentions x-rays. There is then a list of medication and ends by advising to take the medication properly and bed rest for 5 days. Someone has written '£9000' at the bottom of the page.

Given the apparently serious nature of his injuries and the cost of treatment, it would be reasonable for AWP to expect to see a detailed breakdown of the treatment he received and a breakdown of the costs.

Both claims

Because the information AWP received from Mr A was insufficient, it took further steps to try and verify the claims.

It emailed Mr A's uncle and asked for evidence that he had paid the hospital and whether he had paid in local currency or sterling. He responded with a handwritten note stating that he had paid 1.6 million on 13 June 2022 and 1.8 million on 25 June 2022. He wasn't able to provide any receipts.

It rang the hospital on a few occasions and was hung up on after making its introductions. Mr A says the doctor was insulted that his written medical notes were apparently not good enough for the insurer, and so he didn't want to talk to AWP. It would be unusual for a doctor to take something like that personally when it is reasonably routine for medical professionals to be contacted for more information by insurers.

In response to AWP's request for more information, Mr A says he asked the doctor to email AWP directly. That email, dated 22 March 2023 is from the doctor's personal email address as opposed to a work email address at the hospital.

It says that Mr A came into the hospital on two different dates – 13 June 2022 and 26 August 2022 (which is not the date of the second claim).

It states that on 13 June 2022 he had a cut on his finger which Mr A had said was injured in the aeroplane. They did stitches on his finger and told him some minor precautions for that minor operation. The bill was 1.6 million, paid in cash. It then reiterates that this was a minor operation.

It then talks about the second visit on 25 June 2022 (which now matches the date of the claim). It says Mr A had multiple injuries and they did his whole treatment and gave him some medicine for a quick recovery. The bill for 1.8 million was paid in cash at reception. Looking at everything provided by Mr A, and the limited additional information that AWP was able to gain, I'm satisfied that it is not enough for AWP to conclude that Mr A has a valid claim. As AWP has explained, it would expect to see the reports providing a detailed explanation of the injuries, a full breakdown of the treatment provided and an itemised bill breaking down the charges.

The information provided by Mr A is unclear – both in terms of being illegible in places and in terms of the timeline of events. And there is insufficient detail in respect of the medical treatment and costs.

Overall, based on the available evidence, I'm satisfied that it was reasonable for AWP to decline the claims. It follows that I do not uphold this part of the complaint.

I'll now move onto the second part of Mr A's complaint, that he was told the claims were rejected due to his nationality and religion. Our investigator has already listened to the phone calls between AWP and Mr A and set out what was said, so I won't repeat it here. Having listened to the calls myself, I agree with our investigator that no-one at AWP said anything of a racist or biased nature. Instead, it was Mr A that raised the issue of his nationality and religion, speculating that they might be reasons for his claims not progressing. Therefore, I don't uphold this part of the complaint either.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 January 2024.

Carole Clark

Ombudsman