

The complaint

Mr E is unhappy with the way U K Insurance Limited dealt with a claim on his travel insurance policy.

What happened

Mr E became unwell early into his cruise trip and unfortunately had to disembark the ship and seek medical assistance. He said he didn't receive any contact from UKI to assist him whilst he was abroad.

When he returned home, Mr E submitted a claim for the costs associated with the curtailment of his trip and his medical emergency. But he was also unhappy with the progression of his claim. So he made a complaint.

UKI acknowledged problems in the way they had handled the claim once it was submitted, so they awarded £250 to acknowledge these errors. Mr E remained unhappy so he referred the matter to this service.

Our investigator looked into what had happened. She said UKI had made reasonable attempts to contact Mr E whilst he was abroad, and the offer of compensation was fair to recognise UKI's poor service during the claim once he had returned home. She also explained she was unable to comment on Mr E's additional points about being confined to his cabin as they would form a separate complaint.

Mr E disagreed. He didn't think he had received UKI's emails but, in any event, he didn't think it was a reasonable way to try and contact him in the circumstances. He remained unhappy he didn't receive the assistance and support he required from UKI whilst abroad.

So the case was passed 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 UKI has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably. This means UKI must progress claims in a timely manner and not cause any unnecessary or avoidable delays.

UKI's actions whilst Mr E was abroad

I appreciate Mr E has said he needed UKI support's because he was travelling alone and became unwell. I do understand that it would've been a very upsetting and stressful time for him.

I've reviewed the evidence UKI have provided of their attempts to contact Mr E. And although I appreciate he expected them to reach him on the hotel phone, I don't think their attempts to email and call his mobile were unreasonable.

The notes from the medical assistance show a call to Mr E's mobile at 15:09 on 3 November. It's recorded as "no answer". The notes also show their follow up email to Mr E at 15.13 pm explaining they had been trying to reach him and provided information about how he could contact UKI. The notes also have an entry to show the 15:18 call from UKI to the hospital who confirmed Mr E had paid the medical costs.

These notes are consistent with the timeline of events, and I've seen a copy of the email referred to, so I'm persuaded this evidence can be relied upon.

It's unfortunate Mr E didn't read the email or receive UKI's attempted call. But I think the insurer acted reasonably in the circumstances. When they were unable to contact Mr E directly over email and mobile phone, they made a further attempt to check on him by contacting the other parties involved in his care. They called the hospital, the port and the travel firm, so I'm satisfied they were making reasonable attempts to get hold of their customer and check if he needed their assistance.

The hospital told UKI Mr E had been discharged and had paid for his treatment. The travel company at the port told UKI he had been discharged and was flying home the following day. These organisations led UKI to believe Mr E was travelling home without a problem. So I don't think they acted unfairly in accepting this. Based on what they'd been told by the parties that had seen Mr E, UKI weren't actually aware he was in need of further assistance. Although I appreciate he was unwell, Mr E could have tried to contact UKI himself if he was distressed that he hadn't heard from them and required assistance.

Taking everything into account, I'm satisfied UKI met their obligations under the policy to the best of their ability and made reasonable attempts to get hold of Mr E and check on him. I note Mr E has queried if there was an error in his email address but from the evidence provided, I think UKI have reasonably shown this was sent to the correct address. But in any event, Mr E has said he wasn't in a position to have checked his email, so I don't think an error in his email address would've made a difference here.

The claims handling once the claim was submitted

It's not in dispute that once Mr E returned home and submitted his claim, there were issues with the progression of it and how it was handled. There was a delay in UKI contacting him initially, confusion about how the claim would be taken forward and they failed to send documentation and call him back as promised. All of which lead to Mr E having to chase UKI.

Mr E was already going through a difficult time, and I think UKI's poor claims handling exacerbated this. He had to contact them to chase responses which caused him unnecessary distress and inconvenience. So I think UKI's compensation payment of £250 is reasonable to recognise the impact of this poor service.

For clarity, Mr E is correct that the compensation awarded is solely for the issues with the handling of his claim once he had returned home. For the reasons already set out above, I don't think UKI acted unfairly whilst Mr E was abroad.

Finally, Mr E has also raised concerns that he was confined to his cabin whilst on the cruise, and he's asked UKI to consider this as part of his curtailment claim. Our investigator has

already explained this doesn't form part of this complaint and has been considered by UKI separately. So I won't be commenting any further on this.

My final decision

For the reasons set out above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 13 December 2023.

Georgina Gill
Ombudsman