

The complaint

Miss G and Mr A are unhappy with the service Miss G received from U K Insurance Limited under their travel insurance policy.

All reference to UKI includes its medical assistance team. And as this complaint relates to the service Miss G received, for ease, I'll refer to her throughout.

What happened

Miss G has the benefit of a travel insurance policy as part of her building society current account ('the policy'). She'd also paid for a medical upgrade, disclosing certain pre-existing medical conditions to be covered under the policy.

Whilst abroad in September 2023, Miss G experienced significant pain in her stomach. She contacted UKI for assistance. Miss G is unhappy with the service she received during three calls. That includes UKI's representative not giving her the details of the nearest medical facility for her to attend and, instead, suggesting she speak to the hotel front desk about the nearest suitable facility or to search for the nearest one online.

UKI issued its final response in November 2023, accepting that the calls weren't handled appropriately. It offered £250 compensation. After Miss G complained to the Financial Ombudsman Service about the way she was treated by UKI, it offered an additional £100 in compensation – so £350 in total.

Our investigator looked into what happened and thought the total amount of compensation offered by UKI (£350) was fair and reasonable to put things right in the circumstances of this case. Miss G disagreed. So, the complaint has been passed to me to consider everything afresh to decide.

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.

Principle 12 of the Financial Conduct Authority's Principles for Businesses ('the Consumer Duty') says a firm must act to deliver good outcomes for retail customers. That includes providing consumer support and meeting consumers' needs throughout their relationship including when they're vulnerable.

The Insurance Conduct of Business Sourcebook ('ICOBS') also says insurers must act fairly and promptly when handling claims made under the policy.

I'm satisfied that Miss G was in a vulnerable position when contacting UKI for assistance. Having listened to the calls from the time, she said she was in significant pain, and I have no reason to doubt that. I'm also satisfied that she was following the terms of the policy by contacting the emergency assistance team.

The policy terms say, at page 8, under the heading 'emergency assistance':

Our emergency assistance service provides 24-hour emergency medical assistance for any insured person.

In the event of an emergency

Please contact our emergency assistance service by phone as quickly as possible. Let them know that you are a ... current account customer and provide details of the problem. An experienced co-ordinator in the UK will deal with your enquiry and make sure that if needed:

- Hospitals are contacted and eligible fees are authorised.
- A doctor is consulted on the possibility of arranging your return to the UK.
- You get assistance when you arrive in the UK.

Medical advice

Our emergency assistance service will:

- Provide names and addresses of suitable doctors, hospitals, clinics and dentists...

I think it's fair and reasonable for Miss G to understand from the terms that UKI would assist her in identifying a medical facility for her to go to for medical evaluation and, if needed, treatment.

As UKI accepts, the calls should've been handled better. Miss G was told to search online for the nearest facility or to ask the front desk at the hotel she was staying at to recommend a facility to her. During the end of the first call, UKI's representative did offer to search for facility online for her but I can understand by this stage, why Miss G declined that offer.

When Miss G called back and spoke to a different representative, I can understand why she became upset. I'm satisfied the representative showed a lack of empathy for her situation, talking over her and even carrying on talking, repeating a similar point to one he'd made earlier, when she was crying.

Although UKI's representative did offer to search for a medical facility for her during this call, it's not clear why this wasn't offered earlier in the call. I can understand from the information Miss G was being given why she was worried that she might end up travelling to a facility which might not have accepted her insurance and she'd either need to travel to another facility, despite being in pain, or having to pay herself.

It's standard industry practice for a travel insurer not to validate a claim for medical costs abroad until a medical report has been received from the treating facility and, usually, until other checks are carried out regarding pre-existing medical history. I know UKI representatives were seeking to explain this to Miss G during the calls, but the calls should've been handled better, with more care and empathy for the situation Miss G was in.

I accept that this caused unnecessary upset at an already difficult time for Miss G when she'd called UKI for assistance. This upset would've been exacerbated during the third call, when speaking to a manager to discuss her concerns and to get the support she needed, the wrong title was used when addressing Miss G. I'm satisfied this distressed her and after she pointed this out, UKI's representative proceeded to use the wrong title again.

I'm also satisfied that Miss G was put to the inconvenience of having to call UKI back because of the first call and then by escalating the request for support to a manager because of the second call, the tone of which I find was particularly unprofessional in the circumstances.

Miss G says that she didn't end up going to a medical facility; she visited a pharmacy for advice instead. She says she was left in "agony" and "crippling pain". She says she lost several days of her holiday as a result. I am very sorry to hear this and I have a lot of empathy for the situation she was in. I want to assure Miss G that I've carefully considered what she's said about this.

Despite the nature of the calls, I am satisfied that UKI's representatives did offer to search online for the nearest facility for her to visit. And so, I don't think it would be fair and reasonable for me to hold UKI responsible for the pain she continued to experience by not going to a medical facility for treatment. I think it's reasonable for Miss G to have gone to the medical facility she identified herself online during the third call with UKI's representative or, if it was a medical emergency, for the pharmacy she says she visited to suggest the nearest suitable medical facility for her to travel to.

I can understand Miss G's concern that a medical facility might not have accepted the insurance, or even if it had, that UKI would promptly agree to cover payment. But at that initial stage, for reasons I've set out above, it wouldn't be standard industry practice for an insurer to agree covering medical costs; at least until a medical report had been obtained from the treating doctor and considered by UKI's medical team.

Overall, I think UKI's total offer to pay Miss G £350 fairly reflects the distress and inconvenience she experienced because of the way the phone calls were handled.

Putting things right

I direct UKI to pay Miss G and Mr A compensation in the sum of £350 for distress and inconvenience.

My final decision

I uphold this complaint and direct U K Insurance Limited to put things right as set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G and Mr A to accept or reject my decision before 25 March 2024.

David Curtis-Johnson
Ombudsman