

The complaint

Miss G has complained that AWP P&C SA (AWP) misled her into thinking that the full duration of a trip she took in 2022 was covered under her travel insurance policy.

What happened

The policy provides cover for trips up to 31 consecutive days as standard. Miss G rang AWP in July 2022 to discuss her upcoming trip. She was planning on being away for 2 months. She was sold a trip extension upgrade that provided cover for 45 days. However, Miss G says she was led to believe that meant she was covered for an additional 45 days on top of the standard 31 days (so 76 days altogether), rather than a maximum total trip length of 45 days.

AWP accepted there had been some misunderstanding. It therefore upheld Miss G's complaint, apologised, and offered her £50 as a gesture of goodwill.

Our investigator thought that AWP's response to the complaint was reasonable. Miss G 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.

AWP accepted it was responsible for some miscommunication at the time that the policy extension was sold over the phone, so I don't need to make a finding on that issue.

The matter at hand is whether the £50 compensation offered by AWP is sufficient for the distress and inconvenience caused to Miss G.

During her trip in 2022, Miss G had been under the impression that she was covered for the entirety of her travel period. It wasn't until September 2023, when she was quoted a much higher amount for an extension for an upcoming similar length trip, that she realised that hadn't been the case.

In her complaint form, Miss G said that part of the visa requirement for her trip was that she had to have travel insurance for the entire period. She says that she could have been banned from the country in question for violating her visa terms. However, she didn't actually experience any issues with her visa in 2022.

She says it has caused inconvenience with applying for a new visa to again visit the country, as she has had to note what happened on her new application. Miss G hasn't provided any evidence of this or that it has negatively impacted any new visa application. Therefore, based on the available information, I'm not persuaded that AWP's error has caused any ongoing detriment.

Miss G says she would have been in big trouble if something had happened. But again, nothing significant did happen. Miss G did message AWP's medical assistance in October 2022, saying she was ill and needed to go to the doctor. However, she says that it was an illness that went away after a week.

She has said that she did try to make a claim. But, based on the available evidence, I'm not persuaded that was the case. Had she tried to make a claim in relation to events in October 2022, she would have found out at that time that she was not fully covered. But, as already mentioned, she didn't find that out until September 2023.

When making a decision, I can only look at what did happen, rather than what might have happened. As Miss G didn't need to make a claim on the policy, she was not disadvantaged by not having full cover.

I agree that it would have been stressful for Miss G if she had found out during her trip that she didn't have full cover. But she was unaware of this at the time, so didn't suffer any worry about her situation at that point.

It would have been a surprise to her to find out later that she hadn't had full cover. And it would no doubt have been annoying to realise there had been a mistake. But overall, based on the available evidence, I'm satisfied that the £50 offered by AWP is reasonable and proportionate compensation for the distress and inconvenience caused.

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 Miss G to accept or reject my decision before 27 February 2024.

Carole Clark

Ombudsman