

The complaint

Miss W has complained that AWP P&C SA has declined a curtailment claim under her travel insurance policy.

What happened

The details of this complaint are well known to both parties. In summary Miss W curtailed her trip abroad when her cousin took ill. He sadly passed away whilst she was flying home. AWP declined her claim, it said that the circumstances weren't covered by her policy as 'cousin' is not included in the policy definition of relative.

Miss W brought her complaint here. Our investigator didn't recommend that it be upheld. Miss W appealed. She wished to escalate her complaint and said she was not requesting a full refund, just half the fare for her round trip ticket.

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'm aware I've summarised the background to this complaint, no discourtesy is intended by this. Instead, I've focused on what is the key issue here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. Having done so, and although I recognise that Miss W will be disappointed by my decision, I agree with the conclusion reached by the investigator for these reasons:

- Miss W's policy does provide cover for curtailment – cutting a trip short – for the death or illness of a relative as certified by a doctor. But relative is specifically defined as: *Relative, Your family (including your children, step-children or foster children where they are over the age 18), your parent, step-parent, grandparent, parent-in-law, grandparent-in-law, sister, brother, step-sister, step brother, sister-in-law or brother-in-law.* I find that the definition of relative is clear. Unfortunately the relative concerned in Miss W's situation was her cousin, and cousin is not included in the definition. So I don't find that AWP was obliged to meet Miss W's claim under her policy terms.
- I do appreciate how strongly Miss W feels about this matter and recognise the very sad circumstances that surround her claim. I understand that Miss W's cousin was part of her family and like a brother to her. However AWP is entitled to decide what cover it wishes to offer. Although the definition says 'your family' it goes on to say who is included in the definition. AWP has chosen a linear definition of relative, which doesn't include cousins. I understand too that Miss W wasn't aware of this previously, but it is set out in the policy. Under the industry rules insurers have a duty to give customers the information they need to allow them to make informed decisions. I'm satisfied that AWP did so here.

- The relevant regulator's rules also say that insurers mustn't turn down claims unreasonably. Having considered all the circumstances here I don't find that AWP treated Miss W unfairly, unreasonably or contrary to her policy terms in declining her claim. This being so I don't require AWP to make any payment to Miss W. I'm sorry this decision doesn't bring her more welcome news.

My final decision

My final decision is that I don't uphold this complaint about AWP P&C SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 16 April 2024.

Lindsey Woloski
Ombudsman