

The complaint

Mr and Mrs S have complained that AWP P&C SA declined a claim they made on their single trip travel insurance policy for cancellation.

What happened

Mr and Mrs S took out the policy in January 2023 for a trip starting on 5 November 2023. In September 2023 they discovered that Mrs S was pregnant. They were concerned about travelling due to the risk of Zika virus at their destination. Therefore, they cancelled the trip and made a claim on the policy.

AWP declined the claim on the basis that the circumstances were not covered under the policy terms.

In response to the complaint, AWP acknowledged that Mr and Mrs S had experienced delay and had to chase for responses. So, it offered them £75 for distress and inconvenience. However, it maintained its decision to decline the claim.

I wrote a provisional decision last month in which I explained why I thought AWP had acted reasonably in declining the claim. However, I thought that the amount of compensation for poor customer service should be increased to £175.

Mr and Mrs S provides some additional comments in response to my provisional decision that I will address below.

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.

I remain very sympathetic to Mr and Mrs S's situation. As I said in my provisional decision, I can understand why they decided not to go ahead with their trip. However, I need to consider whether the circumstances mean AWP should accept the cancellation claim.

In response to my provisional decision, Mr and Mrs S say the investigator upheld the complaint due to the advice from the FCDO being that pregnant women shouldn't travel. The investigator set out in his assessment that the wording he was relying on was that:

'Pregnant women should consider avoiding travel to this country until after the pregnancy.'

I also mentioned the same wording in my provisional decision. Where I differed from the investigator was that I didn't agree that this wording constituted advice not to travel at all.

The FCDO was not advising against all or all but essential travel to their destination country. Rather, the advice was to take steps to avoid mosquito bites. I can assure Mr and Mrs S that I have viewed the FCDO and National Travel Health Network webpages as they stood at September 2023 when they decided to cancel the trip.

So, contrary to what our investigator said, had Mr and Mrs S travelled, it would not have been against FCDO advice, and therefore they would have been covered had they needed to make a claim, subject to the other terms and conditions of the policy.

The policy terms state that cover for cancellation is provided if:

'17. You, find out you are pregnant after purchasing this policy or booking your trip (whichever is later) and you are:

- a. advised not to travel by a doctor; or*
- b. will be over 35 weeks' pregnant at the end of your trip (or 31 weeks for a multiple pregnancy).'*

Mr and Mrs S say they therefore thought they were covered as they were following advice from their GP. The GP letter they provided in support of the claim said:

'.....As per advice regarding the Zika virus, she would like to cancel her holiday.'

I considered that the advice being talked about was the FCDO advice, not the doctor's advice. In response to my provisional decision, Mr and Mrs S say I have made an assumption and should perhaps have contacted the GP for clarification. As an informal dispute resolution service, we would not normally seek information direct from third parties. Instead, we would expect both the consumer and the business to provide any relevant evidence in support of their positions. Based on the available evidence, I was not persuaded that the GP was advising Mrs S not to travel and that the note was saying it was Mrs S who wanted to cancel the trip.

Mr and Mrs S have now provided a further doctor's note (written by a different GP) from June 2024. This one states:

'.....As per advice regarding the Zika virus, she had to cancel her holiday. On medical grounds, she was advised that she was not able to travel.'

I've thought very carefully about this latest GP letter. In particular, whether or not it is a clarification of the earlier note. However, the letter stops short of saying that it was the advice of the earlier GP that Mrs S shouldn't travel. I can understand the doctor wanting to be supportive of Mrs S's situation. Given the dates of the letters, I find that I attach more weight to the first note. So, overall, I don't consider that Mrs S was told by her GP in September 2023 that she shouldn't travel.

Mr and Mrs S have highlighted another decision made by this service in which the complaint was upheld. I can understand why they would think it has similarities to their complaint. However, we look at individual complaints on a case by case basis and I am unable to comment further about the particular circumstances of that complaint.

Having re-considered all the evidence, plus the additional information and comments provided, I have not seen anything that would lead me to change the outcome I reached in my provisional decision. On balance, I consider that Mr and Mrs S had a disinclination to travel, albeit for very good reasons. However, as 'not wanting to travel' is specifically

excluded under the policy terms, I don't think that AWP did anything wrong in declining the claim.

With regard to customer service, I remain satisfied that £175 is a reasonable and proportionate amount to compensate Mr and Mrs S for the distress and inconvenience caused.

My final decision

For the reasons set out above, my final decision is that AWP P&C S.A acted reasonably in declining the claim. However, it should pay £175 in total for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 15 August 2024.

Carole Clark
Ombudsman