

## **The complaint**

Mr and Mrs H complain that AWP P&C S.A. hasn't paid a claim under their travel insurance policy.

## **What happened**

Mr and Mrs H, and their children, were covered by a travel insurance policy through a bank account. The insurer was AWP.

Mr and Mrs H had booked to go on a cruise with their children, as well as other family members who were not insured under the same policy, in May 2024. One of the family members spoke to his GP who recommended he didn't travel. This was because he had a serious health condition, and there was an outbreak of norovirus on the ship. The GP said he would risk becoming very unwell if he became dehydrated with an episode of norovirus.

Mr and Mrs H made a claim to AWP for cancellation due to a travelling companion's illness. However, AWP said the cancellation wasn't due to the illness, it was due to the outbreak of the norovirus. So, it said the claim wasn't covered under the policy terms. Unhappy with AWP's response, Mr and Mrs H brought a complaint to this Service.

One of our investigators looked into the complaint. Having done so, he didn't think AWP had acted unfairly or unreasonably when it declined the claim, for the reasons it did.

Mr and Mrs H didn't agree with our investigator's findings. In short, they think the policy term "illness" is ambiguous. And they maintain that they have a valid claim under the policy terms. As no agreement was reached, the complaint has been passed to me 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr and Mrs H's complaint.

The policy covers cancellation as a result of:

*"the death, bodily injury or illness, as certified by a doctor, of you, your travelling companion, or a relative of yours or your travelling companion (including being diagnosed with an epidemic or pandemic disease such as COVID-19)..."*

And this section has special conditions relating to claims, including the following:

*“Confirmation from a doctor that you or your travelling companion are not fit to travel or that they have recommended you or your travelling companion do not travel as a result of a relative’s medical condition...”*

Mr and Mrs H’s family member’s GP said the following:

*“This is to confirm that I would advise [the family member] not to travel on his planned cruise as I understand there is an outbreak of norovirus. [He] is in frail health with a recent [serious health condition]. His medication is carefully balanced and although his renal function is acceptable were he to become dehydrated with an episode of norovirus he may risk becoming very unwell.”*

Looking at the policy terms and the GP’s recommendation, I don’t think AWP acted unfairly or unreasonably when it said the claim wasn’t covered by the policy terms. Mr and Mrs H’s family member (or a travelling companion as per the policy terms) wasn’t recommended not to travel as a result of his medical condition (or illness) – he was recommended not to travel due to the norovirus outbreak. In other words, had there been no outbreak, there’s nothing to suggest he wasn’t fit to travel as a result of his medical condition (or illness).

Mr and Mrs H say the term “illness” is ambiguous, for example it doesn’t say current illness. I don’t think the term is ambiguous. This is a common word and term in travel insurance policies. It’s not in dispute that the family member had an illness, or a medical condition. But the key here is that it wasn’t the illness that prevented him from travelling – it was the outbreak of norovirus. And I don’t think it would be fair to say the term “illness” includes a potential illness (norovirus).

Mr and Mrs H also say that had they travelled, they would have travelled against medical advice, which would have impacted any potential claims. But their policy covered them and their children. None of them were advised against travel. So, I think the policy would have still covered Mr and Mrs H, and their children, for any valid claims under their policy.

I’m sorry to disappoint Mr and Mrs H, but I don’t think AWP has acted unfairly or unreasonably in the circumstances of the complaint.

### **My final decision**

My final decision is that I don’t uphold Mr and Mrs H’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs H and Mr H to accept or reject my decision before 5 May 2025.

Renja Anderson  
**Ombudsman**