

## **The complaint**

Mr and Mrs C have complained that AWP P&C S.A. declined a claim they made on a travel insurance policy.

As it is Mr C leading on the complaint, I will mostly just be referring to him in this decision.

## **What happened**

Mr and Mrs C were on a trip abroad when Mrs C needed some medical treatment. Mr C then made a claim on the policy for the costs of a consultation and prescription.

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

Our investigator thought that AWP had acted fairly in declining the claim, in line with the policy terms and conditions. Mr C 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.

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.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Mr C bought a policy with a 'platinum' level of cover. Looking at the policy, I can see that it has an excess of £75. That means Mr C would need to pay the first £75 of any claim. Taking the exchange rate at the time into account, the costs Mr C claimed for amounted to less than £75, which is why AWP declined the claim.

Mr C says he also purchased eye drops and that, if he had included these in the claim, then it would have taken the amount over £75. He says he's out of pocket by approximately £40. Unfortunately, Mr C didn't get a receipt for the eye drops. He seems to understand how insurance claims work because he says he didn't include the eye drops in the claim due to not being able to provide a receipt.

It's reasonable for AWP to ask for evidence in support of a claim. Therefore, in this case, I wouldn't expect it to pay out for medication without supporting documentation. Besides, this additional item didn't form part of Mr C's original claim anyway.

I've thought about what Mr C has said and understand that he is frustrated by what happened. However, the matter at hand is whether the circumstances are covered under the policy terms – and I'm afraid to say that they are not. I'm therefore satisfied that AWP acted fairly and reasonably in declining the claim.

### **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 Mr C and Mrs C to accept or reject my decision before 2 April 2025.

Carole Clark  
**Ombudsman**