

## **The complaint**

Mr S and Mrs S have complained about the way that AWP P&C S.A handled a claim they made on a travel insurance policy and that it also hasn't fully settled the claim.

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

## **What happened**

Mr S, Mrs S and their four children were on holiday abroad in April 2024 when Mr S became unwell and had to go to hospital for treatment.

AWP accepted the claim and, as far as I'm aware, has paid the medical expenses that were incurred. In July 2024 it paid the remainder of the claim to Mr S with a settlement amount of £1,379.90.

Our investigator thought that AWP had acted fairly and reasonably in the way it handled the claim, in line with the policy terms and conditions. Mr S 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.

The complaint involves the actions of the medical assistance team and claim administrators, acting on behalf of AWP. To be clear, when referring to AWP in this decision I am also referring to any other entities acting on its behalf.

The family flew out of the UK on 27 April 2024 for a five-night holiday. Mr S says he felt unwell that night and the condition worsened the next morning. So, he was then taken to hospital on 28 April 2024.

Mr S contacted AWP to register the claim on 29 April 2024. On 30 April 2024 the hospital sought approval to carry out three surgical procedures. Initially AWP only authorised one procedure as being medically necessary. However, after contact with Mr S, it then approved a second procedure and provided the hospital with a guarantee of payment. However, the hospital then advised that it wouldn't undertake the surgery.

I appreciate Mr S believes that the decision to decline the surgery was driven by AWP. However, having looked at the evidence of AWP's liaison with the hospital at the time, I'm satisfied that was not the case. That's borne out by the fact that AWP then arranged for Mr S to transfer to another hospital where treatment could be provided. He arrived at the second hospital on 1 May 2024.

I've listened to a phone call that Mr S made to AWP later on 1 May 2024. He says the doctor has told him that he'd need to stay in hospital for a long time, which it wasn't possible for him to do. He'd been given medication that had made him feel much better and he'd already been discharged and given a fit to fly letter. Therefore, he was requesting transport back to his hotel so that he'd be able to return with his family back to the UK, on their originally scheduled flights on 2 May 2024. So, I'm satisfied that it was Mr S's decision not to have the surgery that AWP had agreed.

I have a great deal of sympathy for the circumstances Mr S found himself in. He'd been in a lot of pain and had been desperate for something to be done about it. Also, the rest of his family had stayed at hospital with him due to him being a carer for his wife and his children all being quite young. So, it was undoubtedly a very difficult situation and I'm sure that, from Mr S's point of view, it felt as if not enough was being done to help him. However, the question is whether AWP did anything wrong in relation to the medical assistance it offered. On balance, having looked at the available evidence, I'm unable to conclude that it did.

I'll turn now to the settlement amount paid to Mr S.

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 S says he paid for medication and would like to be reimbursed. However, although he's provided copies of the prescriptions, he hasn't been able to provide a receipt for any costs. It's reasonable for an insurer to require evidence in support of a claim. I've thought about what Mr S has said about giving money to people at the hospital or hotel to go out and buy the medication for him and not being in a position to ask them for receipts. Unfortunately, that means there is no evidence of how much the medication cost. On balance, I consider it reasonable that AWP has declined that part of the claim.

Looking at the policy terms under 'Cancellation or curtailment', it states:

*'We will pay you up to £5,000 (inclusive of any valid claim payable under Section 3 — Travel disruption cover and Section 1 1 — Winter sports (Ski pack)) for your proportion of irrecoverable unused travel and accommodation costs (including excursions and other pre-paid charges) which have been paid or are contracted to be paid together with any reasonable additional travel expenses, due to any of the following necessary and unavoidable events:*

*For partial curtailment due to your admittance to hospital or confinement to your accommodation, we will provide cover for one other insured person to stay with you, if we have agreed that this is medically necessary.'*

AWP paid out £1,379.90 for unused accommodation, the cost of phone calls and medical confinement benefit.

Mr S would like the full cost of the package holiday to be covered, which was £1,859.

The intention of the policy is to provide cover for a loss, such as unused travel and accommodation expenses. The family used their scheduled outbound and return flights and their airport transfers. Therefore, AWP is not responsible for covering those costs.

AWP has deducted one night's hotel stay from the settlement it made for accommodation. The family made use of the hotel on the first night, so it's reasonable that AWP hasn't covered that cost.

Mr S says that AWP has only paid for four days medical confinement whereas he was in hospital from day one until the last day. However, by his own account, he went to hospital on 28 April 2024, even though it appears he wasn't admitted until 29 April 2024, and flew back to the UK on 2 May 2024. So, I'm satisfied that AWP has settled the medical confinement part of the claim correctly, providing £50 for every full 24-hour period.

As I've already said, I have a great deal of sympathy for the circumstances that Mr S and his family found themselves in. Their much looked forward-to holiday was totally ruined and I can therefore understand why Mr S thinks that AWP should settle the claim for an amount that would allow him to re-book an equivalent trip. However, the matter at hand is whether that is covered under the terms and conditions of the policy, and I'm afraid that it is not.

I've thought about everything Mr S had said and I appreciate how strongly he feels about this matter. However, on balance, I'm unable to conclude that AWP did anything significantly wrong. I consider that it settled the claim fairly and reasonably, in line with the policy terms. So, I'm sorry to disappoint Mr S, but it follows that I do not uphold the complaint.

### **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 S and Mrs S to accept or reject my decision before 24 July 2025.

Carole Clark  
**Ombudsman**