

The complaint

Mr U and Mrs V complain that AWP P&C S.A. declined their travel insurance claim unfairly.

For ease of reading, I'll just refer to Mrs V throughout.

What happened

Mrs V has a travel insurance policy, that was provided to her as a benefit of a packaged bank account.

In 2023, Mrs V decided to book an around the world cruise that was departing in January 2024. As the cruise was longer than the maximum duration covered under the policy, she contacted her broker and paid for a trip extension. She was also sent a cruise cover statement by email. This explained she was covered for travelling on a cruise, but the policy *“is not a cruise-specific policy, so for example it will not provide cover for missed ports of call or missed excursions due to a change in itinerary. If you require these benefits you would need to purchase specialist cruise insurance”*.

Mrs V decided against purchasing an alternative policy and embarked on the cruise as planned. Three weeks later, she was informed that due to a UK government directive, 13 port stops had been removed from the last part of the cruise itinerary. A few alternative port stops were arranged in their place, but this still came as a disappointment to Mrs V, as she had already visited many of them. The cruise company didn't provide any compensation for this unfortunate itinerary change, as they said it fell outside of their control, but they did offer Mrs V a discount voucher for a future cruise.

Upon returning home in April 2024, Mrs V made a claim on her travel insurance policy. She said the claim should be settled under the curtailment section, as although she didn't return home early, her holiday was curtailed due to the significant change in itinerary.

AWP then declined the claim as they said there was no cover under the policy for missed port stops. They also reminded Mrs V of the warning she received about this, when she paid for the trip extension. However, they did pay Mrs V £200 compensation to reflect some poor customer service she received in connection to the claim.

Mrs V accepted the £200, but she said it wasn't right her claim was declined. She said other insurance companies had settled similar claims, so it was only fair AWP did the same.

An investigator at our service then considered the claim, but didn't uphold it. She empathised with Mrs V's position, but after carefully reviewing and setting out each of the relevant policy terms, she didn't think AWP had rejected the claim unreasonably.

Mrs V didn't agree with the investigator's opinion. She accepted the fact the policy doesn't provide cover for missed ports, but said her key argument is the curtailment cover shouldn't just relate to the duration of a trip, but its contents. So, AWP's interpretation of the word curtailed is overly strict and ambiguous. She also explained that she wouldn't have made the

claim or escalated her complaint, but for the fact the policy says cover includes instances where a trip is curtailed due to a government directive.

The investigator's opinion remained the same. So, I've considered the complaint afresh.

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.

The relevant rules and industry guidelines say insurers have a responsibility to handle claims promptly and fairly. And they shouldn't unreasonably reject a claim. So, I've taken this into consideration when reviewing AWP's actions here.

I empathise with Mrs V's position. It's clear the cruise didn't go as planned and she missed out on several port stops she was looking forward to. However, that doesn't automatically mean her insurance claim should be settled or AWP rejected it unreasonably.

Mrs V is particularly upset as she's been informed that other insurers have settled similar claims. However, when deciding if AWP did anything wrong here, I'm required to consider Mrs V's specific policy and claim. No travel insurance policy covers every eventuality. The level of cover and insured events are set out in the policy terms, conditions, and exclusions. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Claims such as these are often covered under the missed ports section of a travel insurance policy, where a specified amount of compensation can be claimed for each missed stop. Mrs V has accepted the fact, she doesn't have missed ports cover, so that isn't a relevant consideration here. Based on the correspondence I've seen, I'm also satisfied this significant policy limitation was brought to her attention when she paid for the trip extension. So, when Mrs V embarked on the cruise, I think she should reasonably have been aware, she wouldn't be able to make a successful claim for any missed port stops.

As the policy doesn't include missed ports cover, I've gone on to consider if the claim is otherwise covered. Mrs V feels it should be covered under the curtailment section of the policy. So, I have started here – this section starts on page 20 and says:

“We will pay you up to £5,000 (inclusive of any valid claim payable under Section 3 – Travel disruption cover and Section 11 – Winter sports (Ski pack)) for any irrecoverable unused travel and accommodation costs (including excursions and other pre-paid charges) which you have paid or are contracted to pay together with any reasonable additional travel expenses, due to any of the following necessary and unavoidable events:

- *Cancellation of the trip; or*
- *You fully curtail (cut short) your trip before completion or partially curtail (interrupt) your trip for more than 48 hours: or*
- *You have to make an early return home as a result of any of the following events occurring:.....”*

The terms then list a number of different insured reasons for returning home early, which includes following a government directive not to visit a particular country or area. There is also a note added about partial curtailment which says:

“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.”

On page 21, the policy lists a number of scenarios that aren't covered under this section. In relation to partial curtailment it says:

“Partial curtailment (interruption) claims where you were not admitted to hospital for longer than 48 hours or where the treating doctor has not confined you to your accommodation for at least 48 hours”.

I'm satisfied Mrs V's claim isn't covered under the above policy wording, as her trip wasn't cancelled or cut short, and she didn't return home early. However, I can understand to a certain extent, why she may have interpreted the above policy wording to mean, her trip was partially curtailed. It's clear the change to the itinerary and missed port stops interrupted her trip for more than 48 hours, and it caused significant upset. That said, I'm mindful of the above reference to hospital admittance/ confinement, and as mentioned previously, I'm satisfied it was made clear to Mrs V that the policy doesn't provide cover for missed port stops.

In any event, Mrs V appears to have overlooked the fact, she didn't incur any irrecoverable unused travel or accommodation costs as a result of this issue. The itinerary change didn't prevent her from using her cabin or accessing any of the onboard facilities, she used the same flights to return home, and as far as I'm aware, she didn't incur a financial loss due to any missed excursions. So, even if I were to conclude her trip was partially curtailed, there would be no settlement due to her under the terms of the policy. It appears what Mrs V is asking AWP to do here is compensate her for the fact she didn't enjoy the trip as much as she had hoped. I understand her strength of feeling and why she would want some redress for this, but it simply isn't covered under the above, or any of the remaining sections of the policy. So, I see no grounds for concluding her claim was rejected unreasonably.

Mrs V has provided a number of hypothetical scenarios to show why she feels AWP have treated her unfairly. I mean her no discourtesy by not addressing these, as I'm required to focus on the specific circumstances that relate to her claim, and they don't impact the outcome. Mrs V wants the policy to cover more than it does, but it was for AWP to decide what cover they were prepared to provide, and she was free to purchase alternative cover if she felt this was needed. It's understandable she didn't envision the possibility of her cruise being so significantly impacted, but the lack of cover for missed ports stops was made clear to her. In any event, for the reasons I've explained I don't think AWP did anything wrong by rejecting the claim.

Mrs V has already accepted £200 compensation to reflect the poor customer service she received from AWP. So, I won't comment on that specific issue any further, other than to say I'm glad AWP fairly resolved it.

My final decision

I empathise with Mrs V's position, but I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U and Mrs V to accept or reject my decision before 14 August 2025.

Claire Greene
Ombudsman

