

The complaint

Mrs M has complained that AWP P&C S.A. ("AWP") has to date declined a claim made under her single trip travel insurance policy.

What happened

Mrs M had booked a cruise but unfortunately on the night before she was due to leave she became ill. She has said she wasn't well enough to leave home so knew she'd be unable to board the ship at the departure point. She hoped her sickness would pass soon enough for her to be able to pick up the cruise at a later point in the voyage. So she didn't cancel the trip or contact the insurer at this point.

Mrs M's GP issued a fitness for work certificate four days after Mrs M first became ill saying she had gastroenteritis. She then made a claim on her insurance for cancellation. She expected to recover the full cost of the holiday.

AWP asked Mrs M for evidence that she hadn't travelled or received a refund, voucher or compensation. As Mrs M wasn't able to provide evidence to show this, it didn't accept her claim on the information it had.

Our investigator considered the complaint but didn't find that AWP had treated Mrs M unfairly.

Mrs M appealed. She said that she had no cancellation invoice as she hadn't cancelled as she was hoping to fly out and meet the party three days later when she had recovered. But when attempting to do this the cruise company did not allow it. Accordingly, she obtained a non-attendance certificate. Mrs M said that she didn't pay for the holiday personally but has evidence of monies paid from her bank. She explained that she had been through a difficult time and felt that she had been treated abominably.

As no agreement has been reached the complaint has been passed to me to determine.

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'd like to reassure Mrs M that while I've summarised the background to her complaint, I've carefully considered all that's been said and sent to us. In this decision though, I've focused on what I consider to be the key issues. Having done so, whilst I'm very sorry to disappoint Mrs M, I agree with the conclusion reached by the investigator. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've firstly considered the policy terms and conditions, as these form the basis of Mrs M's contract with AWP.

Trip cancellation is covered for certain covered reasons. As far as relevant to this claim:

You or a travelling companion becomes ill or injured or develops a medical condition disabling enough to make you cancel your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following condition applies: A doctor advises you or a travelling companion to cancel your trip before you cancel it.

Mrs W said that she was unable to get to her GP because of her sickness earlier, so AWP accepted the medical certificate she submitted although it was written after the trip was due to commence. I find that was fair.

However under the Claims Information section, it states:

You will need to obtain some information to support your claim. Below is a list of actions you will need to take and documents we will need in order to deal with your claim. Further information and/or evidence may be required by us after your claim has been submitted.

Trip Cancellation

- *Original cancellation invoice(s) detailing all cancellation charges incurred.*
- *For claims relating to illness or injury a medical certificate will need to be completed by the treating doctor.*

In accordance with this term AWP wrote to Mrs M requiring:

The cancellation invoice showing the total refunds received if any refunds (Please note we can also accept no show confirmation from the cruise line which would confirm that the trip was not used and detail if any monies were refunded)

Mrs W didn't supply a cancellation invoice but did manage to get confirmation from the cruise company that she didn't attend the cruise and this was treated as a no show. It said that due to its terms and conditions there was no compensation due. However this didn't show any cancellation charges incurred. Mrs M has explained that hers was part of a group booking so she didn't have a booking invoice or a cancellation notice. She provided the contact details of the group lead. Mrs M did subsequently locate a copy of the booking invoice, but had difficulty in forwarding it to this service.

Having considered all the representation and evidence I don't find that it was unreasonable for AWP to require a cancellation invoice detailing the charges incurred. I appreciate that this was a group booking through a travel agent and that Mrs M wasn't the group lead, but it may well be that she is able to request the information from that person or the travel agency in order to comply with the policy requirements.

I do appreciate that this has been very frustrating for Mrs M, who missed out on a holiday because of illness. But on the basis of the information to hand I don't find that AWP treated her unfairly or contrary to the policy terms by requesting further evidence in order to validate her claim.

My final decision

For the reasons given my final decision is that I don't uphold this complaint about AWP P&C S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 October 2025.

Lindsey Woloski
Ombudsman