

The complaint

Mr and Mrs V are unhappy that AWP P&C S.A. declined a claim made on their travel insurance policy ('the policy').

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

AWP has a regulatory obligation to handle insurance claims fairly and promptly, and it mustn't unreasonably decline a claim.

I can see that Mr and Mrs V feel very strongly that AWP has acted unfairly here. I have a lot of empathy for what happened to them abroad. Having Mrs V's passport stolen from them in the circumstances they describe, whilst at the airport, would've been very upsetting. Ultimately, that also caused them to miss out on some of their holiday.

I know Mr and Mrs V will be very disappointed but for reasons I'll go on to explain, I'm satisfied AWP's decision to decline the claim was fair and reasonable.

- Mr and Mrs V's holiday was ultimately cut short by what happened, and they returned to the UK early. Although Mrs V did manage to get an emergency passport, the cruise operator wouldn't accept this to allow her to board the ship.
- The policy can cover costs relating to a holiday being cut short/curtailed. However, that's only in specific, listed, circumstances. Having considered the curtailment section of the policy, the circumstances which led Mr and Mrs V cutting short their trip isn't one of the insured events listed.
- I've considered all points made by Mr and Mrs V including that they say the policy should still provide cover in their circumstances. However, I'm satisfied that the policy terms are clear; this wasn't something covered under the policy under the curtailment section. I accept that the policy doesn't expressly exclude the circumstances which led to them cutting short their trip. However, I wouldn't reasonably expect a policy to include every possible reason to exclude a claim. It lists what's covered and those are the insured events under the curtailment section of the policy. Further, the curtailment section of the policy does contain an exclusion which says AWP won't cover any claim arising from a reason not listed in the 'what is covered' section.
- Travel insurance policies (like all insurance products) don't cover every eventuality. Although Mr and Mrs V experienced a significant financial loss because of what happened to them abroad, I don't think it would be fair and reasonable for me to

direct AWP to cover the claim outside the terms of the policy.

- Mr and Mrs V have also provided a page from an unidentified document which says if their plans are delayed because of a lost or stolen passport, their trip delay benefits can reimburse them for eligible expenses during a covered travel delay. And if they miss at least 50% of the length of their trip because their passport was lost or stolen, trip interruption benefits can reimburse those lost, non-refundable, prepaid trip expenses. Mr and Mrs V haven't identified the source of this document, so I've placed less weight on its contents. And in any event, I've placed more weight on the terms of the policy, which forms the basis of the insurance contract between Mr and Mrs V and AWP.
- I've considered the remainder of the policy terms, and I'm satisfied that the circumstances which led to Mr and Mrs V cutting short their trip aren't covered under another section.

My final decision

I don't uphold this complaint.

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

David Curtis-Johnson
Ombudsman