DRN-5776382

The complaint

Mrs V complains that AWP P&C S.A. declined her travel insurance claim. My references to AWP include its agents.

What happened

Mrs V went on a group trekking holiday abroad. She'd taken out 'Standard' level single travel insurance for the trip and several optional covers including 'Extreme Plus Activity Pack', which Mrs V said she bought as her trip involved trekking at over 16,000 feet. The insurer was AWP for the relevant policy sections.

On the return trekking journey Mrs V's group was told that due to landslides their planned route had been washed away. They came back by an alternative route which involved helicopter rescue. Mrs V and her group arrived at their destination earlier than planned.

Mrs V claimed for her cost of the helicopter rescue, about £2,300.

AWP declined the claim because it said the policy doesn't cover curtailment in the circumstances of her claim.

Mrs V complained to us that it was unfair for AWP to refuse her claim. In summary she said:

- When she knew about the rescue plans she spoke to her husband who called AWP. It said Mrs V should go ahead with the plans and file a claim when she returned.
- AWP never told her husband that the cost of rescue wasn't covered. Her husband spoke to AWP again to confirm her safe evacuation and it still didn't say there was no cover.
- If AWP had told her husband that she wasn't covered she would have told her tour operator or looked for alternatives that wouldn't have affected her financially.
- When AWP looked at her claim it hadn't taken into account what it told her husband in the two calls.

Our Investigator said the claim wasn't covered under the 'Cancellation or Curtailment' section of the policy. He listened to the call recordings and he said AWP hadn't told Mrs V's husband the claim would be covered.

Mrs V disagreed and wanted an Ombudsman's decision. She said her claim was covered under the 'Additional Mountain Rescue' section of the policy as if she'd stayed where she was, without helicopter rescue, her life would have been at risk due to the effects of high altitude. She sent us more details about her trek and about the medical effects of staying at extreme high altitude.

What I provisionally decided – and why

I made a provisional decision that I was intending to uphold the complaint and tell AWP to reassess Mrs V's claim and pay her compensation. I said:

‘I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

The relevant regulator’s rules say that insurers must handle claims promptly and fairly and they mustn’t turn down claims unreasonably.

AWP assessed Mrs V’s claim under the ‘Cancellation or Curtailment’ section of the policy. That section of the policy provides cover for specified unused costs where a trip has to be cancelled or cut short due to one of the insured reasons set out in points one to ten in the policy document. A trip abroad cut short, or requiring additional costs, due to a landslide isn’t one of those insured reasons. I’m satisfied that AWP correctly and reasonably declined the claim for additional costs under that section of the policy.

However, it’s not clear to me why AWP assessed the claim under the ‘Cancellation or Curtailment’ policy section. It may be that Mrs V mistakenly completed the curtailment section of the claim form. But she was clearly claiming for the additional costs of the helicopter rescue. The receipt she sent AWP said the cost she was claiming was for ‘helicopter rescue flight’. I’ve listened to the recordings of the calls Mrs V’s husband made to AWP on her behalf at the time of the claim incident and it’s clear that he was asking about cover for the cost of the helicopter rescue, not cover for curtailment of the trip.

Mrs V says her claim should be covered under the ‘Additional Mountain Rescue’ policy terms and I’ve considered what those terms say. The ‘Additional Mountain Rescue (risk to life)’ policy wording is under the ‘Emergency Medical Expenses’ section of the policy and says:

> *‘If during the period of insurance local rescue authorities declare you need mountain rescue to avoid risk to your life despite not being ill or injured, the insurer will pay up to £2,000 for receipted rescue costs if authorised by the medical emergency assistance service or their agents’.*

So there is potential cover for the claim if the ‘*local rescue authorities declare you need mountain rescue to avoid risk to your life despite not being ill or injured’*. Mrs V has sent us details about the possible medical impact of staying at high altitude, where she says she was, which she says include pulmonary edema which can result in death. She says the risk to life was the reason for the helicopter rescue. AWP hasn’t got the information Mrs V sent to us and she needs to send the information to AWP so it can consider whether the rescue was to avoid risk to her life.

Mrs V has provided a letter from the tour provider which says that the rescue was:

> *‘the only available option to bring our client safely and smooth their return journey home. We used the (named charter service) for this purpose. We have included their original itinerary, travel warning with notification of the local (relevant) Authority. Furthermore, we have also forwarded the picture of the landslide area to our clients as valid proof’.*

I haven’t seen a translation of the letter from the relevant authority into the English language. The letter may confirm the mountain rescue was to avoid risk to Mrs V’s life, but that’s a matter for AWP to look into.

The policy then sets out the conditions specific to the ‘Additional Mountain Rescue (risk to life)’ cover which are:

1. Mrs V must contact AWP’s medical emergency assistance service - Mrs V’s husband contacted AWP on her behalf. Even if he didn’t speak to its medical emergency assistance team the AWP team he spoke to could have put him in contact with the correct team.

2. Mrs V must obtain and follow all reasonable local safety advice - it appears she did so.

3. Expenses are only payable for Mrs V's proportion of the mountain rescue operation up to the sum insured – the receipt for the costs is addressed to Mrs V and I've no reason to doubt that she's only claimed for her proportion, but AWP can clarify.

4. Costs will only be covered up to the point when Mrs V is recovered by the mountain rescue services or at the time when the authorities advise that continuing the rescue is no longer viable – that appears to be the case.

5. A written statement from the appropriate local rescue authorities involved in the rescue must be obtained and provided to the insurer in the event of a claim – Mrs V has provided a letter from the tour provider as detailed above.

From the evidence I've seen I think AWP should assess Mrs V's claim under the 'Additional Mountain Rescue (risk to life)' policy section, subject to the remaining policy terms, policy limit (which is £2,000) and applicable excess. AWP may need Mrs V to provide further evidence in support of her claim as well as the information I've mentioned above. Also she can send it further evidence to support her claim if she wishes.

For the avoidance of doubt, when Mrs V's husband spoke to AWP it didn't guarantee the claim would be paid. AWP explained clearly that Mrs V could submit a claim but it wouldn't be able to say whether this would be approved or not. AWP made it clear the claim would be decided later, on a 'case-by-case' basis and it couldn't give an answer over the phone.

So I wouldn't say that AWP should pay Mrs V's claim just based on what was said in the phone calls between Mrs V's husband and AWP. But, as I've said, it may be that her claim is covered by the 'Additional Mountain Rescue (risk to life)' policy terms and AWP needs to reassess the claim.

If once AWP has reassessed the claim Mrs V is unhappy with the outcome she can complain to it and ultimately to us as a separate complaint.

AWP is the expert in the insurance contract between it and Mrs V. AWP should have reasonably known she was claiming for the additional costs she paid for her helicopter rescue and assessed the claim under the relevant terms of the policy. As I think it would have been fair for AWP to have considered Mrs V's claim under the 'Additional Mountain Rescue (risk to life)' policy terms when she first made the claim I don't think AWP handled the claim fairly. I think she's been caused unnecessary distress and inconvenience and AWP should pay Mrs V £100 to acknowledge its poor claim handling'.

Responses to my provisional decision

AWP didn't respond. Mrs V accepted my provisional 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 hasn't responded to my provisional decision by the response date we gave it, or by the later date of my making this decision. As AWP hasn't responded to, and Mrs V accepts, my provisional decision I've no reason to change my mind.

For the reasons I've given in my provisional findings and these findings I don't think AWP reasonably declined the claim and I don't think it handled the claim fairly. I uphold the complaint. AWP must reassess Mrs V's claim under the 'Additional Mountain Rescue (risk to life)' policy terms, subject to the remaining policy terms, policy limits and applicable excess. AWP must also pay Mrs V £100 compensation for her distress and inconvenience due to its unfair handling of her claim.

My final decision

I uphold this complaint and require AWP P&C S.A. to:

- Reassess Mrs V's claim under the 'Additional Mountain Rescue (risk to life)' policy terms, subject to the remaining policy terms, policy limits and applicable excess.

- Pay Mrs V £100 compensation for her distress and inconvenience due to its unfair handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 23 September 2025.

Nicola Sisk
Ombudsman