

The complaint

Mr and Mrs S complain about AWP P&C S.A.'s actions when Mr S asked it whether or not his participation in a medical clinical trial would affect his travel insurance policy.

My references to AWP include its agents. As the complaint is about AWP's communication with Mr S and he's led the complaint I'll just refer to Mr S unless the facts require otherwise.

What happened

Mr and Mrs S have travel insurance through a bank account. The insurer is AWP. On 13 January 2025 Mr S emailed AWP to tell it that he had been invited to take part in a NHS clinical trial and wanted to know the implications for his travel insurance. AWP responded on 14 January asking for further details and said once it had the information it would contact its travel underwriter and respond with a decision within three working days.

Mr S sent the information around midday on 14 January. As Mr S had been told AWP would respond within three working days he booked an appointment for 20 January to take part in the clinical trial.

On 17 January Mr S complained to AWP that it hadn't responded within the given timeframe. He asked for an explanation for the delay and when he would get a response. AWP sent its final response letter on 23 January. It said as there'd been a delay in its underwriters responding it couldn't respond to Mr S within the expected timescale. AWP agreed that it should have told him it was still waiting, regretted the '*lapse in communication*' and took '*full responsibility for the error*'.

AWP's final response letter also told Mr S its underwriters' response to his query was:

'In this case, if you choose to participate in the trial, there would be no cover for any claims caused by, or related to the trial'.

AWP offered Mr S £100 compensation for his distress and inconvenience due to not responding with the outcome to his query within the given timeframe.

Mr and Mrs S complained to us. In summary they said:

- AWP admitted making errors and made conditions on his cover 'after the event'. If AWP had responded within the given timeframe Mr S may well have made different decisions. AWP's communication delay meant the possibility of Mr S having any medical claim challenged.
- AWP's complaint procedure is flawed. As it replied to Mr S' original query as part of the final response letter he wasn't able to use its internal procedures to challenge the decision. Mr S hadn't accepted the £100 compensation offer as he wanted to ensure he has cover after an initial period when any potential side effects would show themselves, he suggested 50 days from him starting the clinical trial.
- AWP 'lost' Mr S' information but he hadn't been informed that had been reported to the relevant data protection agency.

Mr S further contacted AWP about cover. It responded on 25 February saying it had sent its file to this Service as we'd requested. It said if Mr S were to '*make a claim which can in*

anyway be linked to the trial/trial activity, no cover would be in place'. Mr S noted AWP had changed its wording about cover from its final response letter. He said this unfairly implied that a 10% chance of a link to the clinical trial would be sufficient, which meant no one would be prepared to help with NHS clinical trials which would affect the insurance companies.

Our Investigator considered that AWP's offer of £100 compensation was fair for not providing a full response to Mr S' query about cover within the timeframe it had given. She explained that we can't tell an insurer what risks it can and can't cover but she considered that AWP would add the same limitation on cover to another policyholder in Mr S' circumstances.

Our Investigator also told Mr S that if he was concerned about AWP's handling of data he'd first need to complain to AWP about the matter and give it the opportunity to investigate.

Mr S said our Investigator hadn't considered his point about AWP's first response being a final response letter. She told Mr S that this Service can't look at complaints just about complaint handling as they're not a regulated activity. But anyway he hadn't been disadvantaged by AWP's response being by a final response letter.

Mr S disagreed and wanted an Ombudsman's decision. He added, in summary:

- A major part of his complaint - AWP sending its first response to his query in a final response letter and the effect on him - had been overlooked until he prompted.
- We hadn't taken into account that AWP failed to follow its complaint procedure. He wanted to see that we'd asked AWP why it went straight for a final response letter and why it didn't follow its complaint procedure.
- In his previous employment he had to respond to complaints and all aspects of a complaint had to be investigated and commented on. So it's difficult for him to accept we aren't investigating and commenting on all aspects of his complaint.
- He'd asked AWP for clarification about cover and again he had problems getting a response, having to email AWP's Chief Executive Officer (CEO).
- AWP's multiple failures to respond and only responding when he'd escalated the initial communication to a complaint wasn't acceptable.

Our Investigator told Mr S that the concerns he had about AWP's delays in communication since its 23 January 2025 final response letter weren't part of this complaint.

Before I made my provisional decision our Investigator, on my behalf:

- Asked Mr S to clarify whether not he took part in the clinical trial. He said he had the injection under the trial on 20 January 2025. He said he'd told AWP, it acknowledged receipt and said it would reply but it hadn't done so.
- Asked Mr S what his complaint that he took to AWP's CEO was about and the outcome. He said he complained that AWP hadn't given a substantive response to his email telling it he had the clinical trial injection on 20 January. He'd still had no response.
- Sent Mr S AWP's response to his point about it going straight to a final response letter and asked if he had any further comments, which I referred to below.
- Asked AWP for some information about the limitation it had put on Mr S' cover in relation to the clinical trial. I referred to its response in my findings below.

What I provisionally decided – and why

I made a provisional decision that I was intending to come to a broadly similar conclusion as our Investigator. I issued a provisional decision to give the parties the opportunity to comment before I reached my final decision. I said:

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

Mr S has raised several matters during this complaint. Our Investigator correctly told him that he would need to first complain to AWP about his concerns that it hadn't told him whether his 'lost' data had been reported to the relevant data protection agency. Mr S will also need to first complain to AWP if he remains concerned about its delays in communication since its 23 January 2025 final response letter.

AWP will then have the opportunity to investigate the concerns and it can issue its final response letters on those matters. If Mr S doesn't agree with AWP, or eight weeks has elapsed since he first complained on the matter and AWP hasn't given a final response, then he can make a separate complaint to us about those matters.

I've considered all the points Mr S has made but I won't address all of the points in my findings – nor am I obliged to. As I've said, this decision isn't about all of the matters Mr S' has raised. I'll focus on the reasons why I've made my decision on this complaint and the key points which I think are relevant to the outcome of this complaint.

AWP accepts it didn't respond to Mr S' query within the three working days timeframe it gave. It responded to his query within seven working days (14 to 23 January 2025) and, within the same letter, responded to his complaint about the delay within four working days (17 to 23 January) of receiving his complaint. I'm satisfied that the apology and £100 compensation AWP offered for Mr S' distress and inconvenience due to its delay in answering his query was a reasonable amount. Under the regulator's rules AWP has eight weeks to provide a final response to a complaint so there was no delay in it responding to Mr S' complaint about the delay.

Mr S says he may have made different decisions about participating in the clinical trial if he'd known AWP's response to his query. I accept he may have decided not to participate if he'd known before he attended the appointment on 20 January that it could affect his policy cover. But I can't reasonably say AWP is responsible for Mr S' decision to go ahead with the appointment on that date. From the information he's provided about the clinical trial his participation is entirely voluntary, he didn't have to take part and he chose to take part. I don't think he could reasonably assume that as he hadn't heard from AWP in the three working days timeframe that meant there would be no issue with his cover. He made the appointment date for the next working day after the given timeframe, which left no room for the possibility of AWP's response being delayed. If the potential impact of his participation in the clinical trial on his travel cover was so important to Mr S, I think AWP could reasonably understand that he would have waited to get its response before he decided whether or not to take part. AWP told him the effect on his cover after he attended the first appointment for the clinical trial, but for the reasons above I don't think that means AWP couldn't fairly add the limitation to cover.

Mr S says AWP added conditions to his cover 'after the event'. As our Investigator said, that's so closely linked to his complaint to us it's pragmatic for us to have extended the scope of our investigation to consider the point. We can't tell an insurer the risks it's prepared to insure. We can consider whether a consumer has been treated fairly and in line with how other customers have been treated.

AWP isn't prepared to insure the risks associated with Mr S participating in the clinical trial. The scope of the limitation on cover set out in its letters to him of 23 January and 26 February 2025 is in effect the same; if Mr S *'chooses to participate in the trial there would be no cover for any claims caused by, or related to the trial'*.

AWP's sent me its underwriting guidance it used when deciding if Mr S' participation in the trial would affect his cover. I can't share the guidance with Mr S as it's commercially sensitive. But I'm satisfied that when deciding to add that limitation to cover AWP has treated him the same as another policyholder with the same circumstances.

Mr S says the exclusion is unfair as AWP could decline a claim even if there was only a 10% chance of a link to him taking part in the clinical trial. If he does have to make a claim then AWP will assess whether it thinks there's a link. If Mr S disagrees with its assessment then he can complain to it and ultimately to us as a separate matter. We would then consider whether or not AWP has fairly and reasonably assessed the claim which would depend on the individual circumstances of that claim.

Mr S says that if insurers added limitations on cover no one would be prepared to help with NHS clinical trials which would affect the insurance companies. But that's a choice for each individual to make. Mr S asked AWP about the possible impact on his insurance but didn't wait to get its answer before deciding to voluntarily take part in the clinical trial. I've explained above why I think AWP could add the limitation.

Our Investigator correctly explained to Mr S that the regulator's rules we operate under generally mean we can't consider a complaint just about a business' handling of a complaint as it's not a regulated activity. There are some circumstances where we could consider the complaint handling, if it was ancillary to a regulated activity. But this part of Mr S' complaint isn't actually about AWP's complaint handling – it's that AWP only answered the query he made on 13 January within its final response letter about his complaint about the delay.

On 17 January Mr S complained to AWP that it hadn't responded within the given timeframe, asked for an explanation for the delay and when he would get a response. AWP has told us that as it was able to obtain an answer to his query it was appropriate to tell him the answer within the final response letter to his complaint about the delay in responding to the query. We sent AWP's response to Mr S for comment and he hasn't made a substantive comment.

I think AWP's rationale for putting the answer to the query in the final response letter is understandable and reasonable.

Mr S says AWP acted contrary to its complaint procedure. I've reviewed AWP's complaint procedure it sent to Mr S and I can't see that it says AWP can't respond to a query within a final response letter. But even if AWP had acted contrary to the procedure the important issue is whether or not that would have disadvantaged Mr S. I've considered carefully his point that he was disadvantaged as he couldn't challenge AWP's decision. I don't agree. He could complain to this Service to challenge AWP's decision, and he's done so. Even if AWP had put its response to Mr S' query in a separate letter to its final response letter I think it's more likely than not that the parties wouldn't have agreed about the matter. So Mr S would more likely than not have complained to us on the matter anyway.

Overall I'm satisfied that AWP's offer of £100 compensation to Mr S was fair and reasonable for his distress and inconvenience due to not responding to his query in the timeframe it gave. AWP doesn't need to take any further action on the complaint I've decided'.

Responses to my provisional decision

AWP accepted my provisional decision.

Mr and Mrs S said it's expected for customers to be honest with all details given to AWP, but AWP wasn't honest when it told Mr S that it would contact him and keep him updated. If Mr S had failed to be honest in his responses AWP could rightly refuse any claim. The 'same degree of honesty' should apply to AWP.

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 considered Mr and Mrs S' response to my provisional decision and reconsidered all the evidence, but their response doesn't change my mind, I'll explain why.

Mr S correctly says AWP expects him and other customers to be honest about information they give to AWP. If Mr S, and other customers, failed to do so it's likely that would affect AWP's decision about a claim.

Mr S says AWP wasn't honest when it told him it would contact him and keep him updated. I think dishonesty means that someone knowingly told an untruth. AWP told Mr S that once it had the information it asked for it would contact its travel underwriter and respond to him with a decision within three working days. I've seen no evidence that AWP gave Mr S that timeframe knowing it wouldn't respond to him within the three working days.

AWP gave Mr S an apology and offered him compensation for not meeting the timeframe and not updating him about the delay. It told him it took '*full responsibility for the error*'. That doesn't mean AWP accepted those actions were dishonest and I'm satisfied AWP wasn't dishonest.

For the reasons I've given in my provisional findings and these findings I'm satisfied that:

- AWP's apology and offer of £100 compensation to Mr S was fair and reasonable for his distress and inconvenience due to not responding to his query in the timeframe it gave and not updating him about the delay, and
- AWP could fairly and reasonably add the limitation on cover for Mr S' insurance, and
- AWP's rationale for putting the answer to Mr S' query in its final response letter was fair and reasonable.

AWP doesn't need to take any further action on the complaint I've decided.

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 S to accept or reject my decision before 8 October 2025.

Nicola Sisk
Ombudsman