

## **The complaint**

Mr and Mrs R are unhappy AWP P&C S.A. (AWP) declined their travel insurance claim.

## **What happened**

Mr and Mrs R have a travel insurance policy alongside their bank current account. AWP is the underwriter.

In November 2024, they booked a trip to take place from 13 March 2025 to 16 March 2025.

On 4 March 2025, Mrs R was advised not to travel by her doctor due to complications with her pregnancy. The trip Mr and Mrs R had booked was cancelled.

They submitted a cancellation claim on their policy. AWP declined it because Mrs R was aware she was pregnant before booking the trip in November 2024. AWP however acknowledged that information provided to Mrs R wasn't correct. It offered them £200 compensation in recognition of this.

Unhappy Mr and Mrs R brought their complaint to this service. They said Mrs R called AWP to query their cover for pregnancy, and she wasn't advised that she didn't have cancellation cover if the holiday was booked knowing she was pregnant. Mrs R said AWP's lack of advice had prejudiced her as it also said their daughter was automatically covered on the policy. But they found out, she wasn't covered.

Our investigator didn't uphold the complaint. She didn't think AWP had declined the claim unfairly.

Mr and Mrs R disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## **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.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mr and Mrs R's complaint.

### *Should the claim be declined?*

I've considered the policy terms and conditions.

Page 26 of the policy document sets out what's covered under Section 1 Cancellation. It states:

*'What you are covered for*

- *You find out you are pregnant after opening your Silver Account or booking your trip (whichever is later) and you are:*
  - a. *Advised not to travel by a doctor: or*
  - b. *Will be over 35 weeks' pregnant at the end of your trip (or 31 weeks for a multiple pregnancy).'*

It's clear that the above term provides cancellation cover if a policyholder is advised not to travel by a doctor or if they are over 35 weeks pregnant at the end of their trip. But the policyholder is only covered if they find out they are pregnant after opening the account or after booking the trip whichever is later.

So, in this case, Mrs R isn't covered if she was aware she was pregnant before opening the account or before booking the trip. Mrs R was aware she was pregnant in August 2024 before they booked the trip in November 2024. Whilst I appreciate that Mrs R was advised not to travel in March 2025, the issue is that she was aware before they booked the trip. I'm satisfied therefore the claim isn't covered. The circumstances that led to Mr and Mrs R having to cancel their trip aren't covered under the policy.

#### Telephone call

Mr and Mrs R also complained about the telephone call Mrs R had with AWP on 10 April 2024. AWP provided a recording of the call which I've listened to. Mrs R said their position was prejudiced because of AWP's lack of advice. She wasn't informed that there would be no cover if the trip had been booked knowing she was pregnant. She was also incorrectly informed that their daughter was automatically covered.

In the call, Mrs R said she was querying a medical condition and wanted to see if she needed to upgrade the policy. Mrs R asked if pregnancy was considered a pre-existing medical condition and whether she would need to declare it.

The adviser said pregnancy wasn't considered a pre-existing medical condition as long as there were no complications to the pregnancy and the doctor hadn't advised not to travel. Mrs R confirmed she hadn't either. The adviser confirmed Mrs R wouldn't need to declare her pregnancy and '*we don't cover for that*'. I agree that AWP could have been clearer in its communication here. It's unclear what the advisor meant. And I can see where Mr and Mrs R are coming from in thinking that whilst a pre-existing medical condition wasn't covered, as pregnancy wasn't a pre-existing medical condition, there would potentially be cover.

However, I don't think the confusion in the communication means that the claim ought now to be covered or that I can fairly ask AWP to pay the claim. Mrs R asked if pregnancy was considered a pre-existing condition. It's clear from the conversation that it wasn't. What isn't clear in the conversation is whether pregnancy itself would be covered. And although the advisor explained there were conditions to be met, there was no discussion about the awareness of the pregnancy itself and whether the trip had been booked before or after the awareness. I can't see that a discussion about this specifically took place and therefore I can't safely say that AWP should now accept the claim.

Mrs R also said Mr R was already on the policy but wondered if she could add their daughter. The advisor said their daughter was covered on the policy automatically. Mrs R explained that she had a '*Silver*' policy, and the terms didn't say family cover was included. AWP has accepted that Mr and Mrs R were incorrectly advised on this point. It's clear that

Mr and Mrs R's daughter wasn't covered on the policy and wouldn't have been – the policy wasn't a family policy.

I've carefully considered everything. Ultimately, the circumstances that led to the claim being made isn't covered on the policy. Mrs R was aware of her pregnancy before they booked their trip – this issue isn't in dispute. I'm therefore satisfied AWP declined the claim in line with the policy terms and conditions and did so fairly.

And in terms of the incorrect advice being given by AWP about their daughter's cover on the telephone call, I do understand that this prejudiced Mr and Mrs R. But this situation didn't lead to the claim declined. The claim was declined because of Mrs R's awareness of being pregnant before the trip was booked. So, whilst I agree AWP did provide incorrect advice, I think it has apologised for this and accepted an error was made. It offered Mr and Mrs R £200 for this failing and in the circumstances of this complaint, I think this is fair and reasonable.

Overall, therefore, I'm satisfied the claim was declined fairly. I'm sorry to disappoint Mr and Mrs R, but it follows that I don't require AWP to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs R's complaint about AWP P&C S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 27 October 2025.

Nimisha Radia  
**Ombudsman**