

## **The complaint**

Miss Y has complained that her travel insurer, AWP P&C S.A. ('AWP'), unfairly turned down a claim she made on her policy.

## **What happened**

Miss Y has travel insurance with AWP through her bank account. In May 2025 she was due to travel abroad but, unfortunately, due to an error by the embassy of the country she was travelling to, her visa wasn't issued in time to enable her to travel. So she had to cancel.

Miss Y then contacted AWP regarding a claim she wanted to make for the cost of her flight which came to around £496. She said that AWP delayed responding to her which worsened what was already a very stressful situation. She added that AWP then issued a final response letter without allowing her the opportunity to provide evidence in support.

AWP didn't uphold Miss Y's complaint but it apologised for the delay in responding to her enquiries. In terms of the claim it said the particular circumstances which led to it weren't covered under the policy terms.

Miss Y raised a further complaint asking for an explanation as to why she had to make several requests for documents she needed for her claim. She also asked for a full review of the handling of her claim, a written apology as well as information as to how AWP ensures all customers are treated equally and without prejudice.

Miss Y then brought her complaint to our service. She said she felt unsupported and that her claim was dismissed without due process and without being given the opportunity to make a formal claim. Miss Y added that she felt AWP had discriminated against her. She wanted AWP to reopen, fully review and accept her claim and allow her to provide evidence in support. She also wanted an apology for the distress and poor treatment she received as well as compensation.

While the complaint was with us, Miss Y confirmed she no longer wanted for AWP to reopen her claim but wanted £5,000 to £10,000 compensation. Miss Y also confirmed she received a full refund of her flight costs from the booking agent.

One of our investigators reviewed the complaint and thought AWP should pay Miss Y £100 compensation for the distress and inconvenience it caused her due to the service it provided. But our investigator didn't consider that the claim was covered under the terms and conditions of the policy.

Miss Y didn't agree and she considered that the £100 didn't adequately reflect the seriousness of the poor treatment she experienced. She said she was discriminated against, that AWP failed in its regulatory duties towards her and that it should issue a proper apology for the way it handled the claim.

Miss Y asked for an ombudsman's decision and the matter was then passed to me to decide.

### **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.

Miss Y wanted to make a claim for her cancelled flights. She stressed that the fault rests purely with the embassy and that she had provided all the necessary documents in support of her visa application.

I've considered the terms and conditions of Miss Y's policy in order to determine whether the circumstances of her claim are covered. I appreciate this is disappointing for Miss Y but I don't think there is cover on this occasion. I've looked at the cancellation terms but the most relevant term relates to her passport or visa being stolen, which wasn't the case here. There is also no cover in the event the cost of the trip is recovered from elsewhere including the booking agent though I appreciate at the time when Miss Y made her claim, her refund had not yet come through from the agent.

I've also considered the section which relates to the loss of a passport or driving licence but again this section doesn't provide cover if there is a delay in a customer's visa being issued.

Miss Y said that her complaint should be upheld based on what is fair and reasonable in all the circumstances and not purely on the terms and conditions. I appreciate Miss Y feels very strongly about this and I accept that the delay in her visa being issued was nothing to do with her. But looking at all the information provided, I've decided not to ask AWP to step outside the policy terms and pay Miss Y's claim. In arriving at this decision I've taken into account a number of factors including the fact that there were no administrative errors on behalf of AWP which led to Miss Y having to make a claim. The error rests purely with the embassy and, in the specific circumstances, I don't think it is fair and reasonable that AWP has to compensate Miss Y for someone else's error. Especially as this isn't something that is covered by the policy.

### **Customer service**

Miss Y is unhappy with the service she received from AWP and said that it delayed dealing with her emails and didn't provide her insurance certificate until after she made a complaint. From what I can see Miss Y emailed AWP to urgently ask for her policy number on 6 May 2025 and AWP responded on 9 May 2025 and asked for further details from her. Miss Y responded on 11 May 2025 but was unhappy about the delay in AWP's original response. Miss Y also said she had to contact AWP on five separate occasions between 5 and 8 May 2025 to request these documents so she could submit her claim but only received a response after she complained via her bank. AWP provided the policy number and certificate

on 13 May 2025.

I appreciate Miss Y was already frustrated and under a lot of stress due to the fact that her visa had been delayed and that she had to cancel her trip. I think this must've been really disappointing for her. AWP accepts that it should have responded to Miss Y's enquiries sooner and has apologised for this. Though I don't think it needs to issue a further apology, I think AWP should pay Miss Y £100 compensation for the distress and inconvenience it caused her.

Miss Y has said that the compensation should be much higher, between £5,000 and £10,000 but I'm afraid I don't agree. I don't think AWP's actions caused more than a minor inconvenience to Miss Y and I think most of the distress and inconvenience she suffered was due to her trip being cancelled which was down to an error by the embassy rather than AWP.

### Allegations of discrimination

Miss Y said AWP's handling was biased and feels that it discriminated against her by not allowing her to fully submit a claim and by showing no empathy and dismissing her concerns. I can understand why Miss Y may feel that way.

When considering whether AWP has acted fairly and reasonably, I'm required to consider a number of things including relevant law. And as it's relevant to this complaint I have taken the Equality Act 2010 ('the Act') into account. But it's not for our service to make any finding about whether AWP has breached the Act, that's the role of the Courts.

As I said above, I think that the way the matter has been handled by AWP would have caused Miss Y a certain degree of distress and inconvenience. But, having considered all the evidence available to me, I don't think AWP treated Miss Y in any way that was unfair or unreasonable because of her race or background.

Miss Y has also mentioned the Financial Conduct Authority's (FCA) Consumer Duty in her correspondence with us but I haven't seen anything that would lead me to conclude that there has been such a failure by AWP. I appreciate Miss Y feels that she should have been given an opportunity to submit further evidence but in cases like this where the circumstances clearly indicate the claim isn't covered under the policy terms, I don't think it is unfair or unreasonable for a business to provide a prompt response to the claim and to the complaint. I think this is preferable to prolonging what is already a stressful and frustrating situation for its customer.

### **My final decision**

For the reasons above, I've decided to uphold this complaint. AWP P&C S.A. must pay Miss Y £100 compensation for the distress and inconvenience it caused her.

AWP P&C S.A. must pay the compensation within 28 days of the date on which we tell it Miss Y accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If AWP P&C S.A. considers that it's required by HM Revenue & Customs to deduct income

tax from that interest, it should tell Miss Y how much it's taken off. It should also give Miss Y a tax deduction certificate if she asks for one so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Y to accept or reject my decision before 2 December 2025.

Anastasia Serdari  
**Ombudsman**