

The complaint

Mr and Mrs S are unhappy with the way AWP P&C SA handled a claim made under their single trip travel insurance policy ('the policy') when Mrs S required medical attention whilst abroad.

All reference to AWP includes its medical assistance team.

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.

The decision to decline the claim

I know Mr and Mrs S feel very strongly that AWP has acted unfairly by declining to cover medical and associated costs incurred whilst abroad. Particularly because Mrs S had called AWP before incurring the cost of a private consultation abroad.

Mrs S was at the private hospital and was told by AWP's representative that there shouldn't be an issue with the cost of an initial outpatient appointment being covered at a private hospital. This was in light of what Mrs S said about there only be one public hospital on the island she was visiting and that was around 30 minutes away.

However, the expenses associated with the outpatient appointment haven't been declined because they'd been incurred at a private medical hospital. The claim has been declined because Mr and Mrs S purchased the policy after they'd left the UK and had arrived in another country.

One of the eligibility requirements of the policy is that it's only available if:

You are in your country of residence at the time of purchasing the policy. We will only cover you for the whole trip. Any trip that has begun when you purchase this insurance will not be covered.

This is also repeated in the general conditions of the policy terms. It says:

Please read these conditions carefully as we can only pay your claim if you meet them.

Clause 2 of the general conditions says:

You must...

Be in your country of residence at the time of purchasing your policy...any trip that has begun when you purchase this insurance will not be covered.

Mr and Mrs S don't dispute that the policy was purchased after they'd left the UK.

By relying on these terms, I'm satisfied that AWP has acted fairly and reasonably by not covering the costs incurred by Mrs S.

When making this finding I've taken into account the information Mrs S received from AWP's representative before incurring the costs. However, I've not seen anything which persuades me that AWP was aware at the time of providing this information that the policy had been purchased after arriving in country Mr and Mrs S were staying.

The way the claim was handled

In its final response, AWP accept that Mr and Mrs S' first expression of dissatisfaction hadn't been recorded as a complaint, and this resulted in Mrs S having to contact AWP (without timely responses). It apologised and said feedback and refresher training had been given. AWP also offered £50 compensation.

Having considered AWP's contact notes, I'm also satisfied that it should've declined the claim much earlier than it did. AWP had promptly noted and asked about the travel dates because they didn't coincide with the policy start date (the policy start date is one day after Mr and Mrs S' travel date). However, it didn't decline the claim until over a month later.

During that time, it tried to obtain Mrs S's GP records and when the GP practice asked for a fee to provide information, it said Mrs S needed to pay for this. Mrs S then contacted the GP to see if the information could be provided without a fee. AWP then said regardless of the GP check, the claim wasn't eligible.

I'm satisfied this could've all been avoided if the claim had been declined sooner. And although Mr and Mrs S would've still been disappointed with the outcome, it would've prevented unnecessary distress and inconvenience. I'm also satisfied that there were also times when AWP didn't respond promptly to Mrs S's communications, which I also accept would've been frustrating.

Our investigator recommended AWP pay £300 compensation to Mr and Mrs S (inclusive of the £50 it already offered). AWP subsequently offered to pay £500 on an ex-gratia basis.

I'm satisfied that a total of £500 is fair to put things right in this case.

Mr and Mrs S paid £12.99 for the policy. As they weren't eligible for this and couldn't benefit from it, I'm satisfied that it's fair and reasonable in this case for the premium to be refunded.

I'm also satisfied that £487.01 fairly reflects the impact of AWP's errors in Mr and Mrs S in this case.

My final decision

I partially uphold this complaint to the extent set out above.

I direct AWP P&C SA to pay Mr and Mrs S:

- £487.01 as compensation for distress and inconvenience (less £50 originally offered by AWP if this has been already paid - but I understand hasn't been).
- £12.99 as reimbursement for premium paid for the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Ms S to accept or reject my decision before 13 January 2026.

David Curtis-Johnson
Ombudsman