

The complaint

Miss G and Mr K complain about how AWP P&C S.A. ('AWP') handled an emergency medical assistance claim under their travel insurance policy.

All references to AWP include the agents appointed to administer claims and complaints on its behalf.

What happened

Miss G and Mr K are insured under a travel insurance policy underwritten by AWP, provided as a benefit of a bank account.

Unfortunately, while abroad, Mr K fell ill. He sought medical treatment and made a claim with AWP. AWP said it thought Mr K was fit to come back to the UK on his original intended return date. Mr K didn't agree and, after reviewing a further medical report, AWP requested Mr K's GP records. AWP subsequently said the claim was covered and arranged a repatriation flight for Miss G and Mr K around four months after they'd first travelled abroad (although Miss G ultimately didn't return on that flight). However, AWP later said only part of Miss G and Mr K's claim for their expenses was covered, because Miss G and Mr K had no return transport booked to come back to the UK.

Unhappy, Miss G and Mr K complained to AWP, who offered to pay £300 compensation for failings in how it had handled the claim.

As Miss G and Mr K remained dissatisfied, they brought the matter to the attention of our Service. One of our Investigators looked into what had happened and said she thought AWP's position was fair and reasonable in the circumstances. Miss G and Mr K didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

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.

The background to this complaint is familiar to both parties, so I've only set out a summary of what happened. This isn't intended as any discourtesy but, instead, reflects the informal nature of our Service as an alternative to the civil courts. And, while I've read and carefully considered all the information which both parties have provided, I won't be addressing every complaint point raised – nor am I obliged to. Instead, I'll only be addressing what I think are the key issues which need to be determined.

When making this final decision, I've taken into account industry rules about the handling of insurance claims as well as other relevant considerations. Having done so, and while I'm sorry to disappoint Miss G and Mr K, I won't be directing AWP to do anything more and I'll explain why.

Mr K's medical assistance claim

I've had regard to the terms and conditions of the policy, as well as what I consider to be good industry practice by insurers when handling emergency medical assistance claims.

I'm not a medical expert and it's not my role to reach my own opinion about whether or when I think Mr K was fit to fly. Instead, I've weighed up the available medical evidence to decide on the balance of probabilities whether I think AWP acted fairly and reasonably in reaching the conclusions it did.

AWP was entitled to assess and review the medical information received from Mr K's treating doctor to decide, in consultation with its own medical team, whether it thought it was safe and appropriate for Mr K to return to the UK. The medical reports of 31 July 2024 and 7 August 2024 are silent on whether Mr K was fit to fly. AWP's medical team assessed the information it had available to it about Mr K's condition as well as industry recognised guidelines on air travel for passengers suffering from that particular condition before determining that it thought Mr K was fit to come back to the UK on what he had told AWP was his original intended return date.

AWP took into account the information provided by Mr K's treating doctor, as I think it ought reasonably to have done. I don't think AWP made any unreasonable assumptions based on, or misinterpreted, the medical reports and I also don't think, in these circumstances, there was an obligation on AWP to proactively reach out to request confirmation from Mr K's treating doctor about his ability to travel. Based on my knowledge and experience of dealing with complaints of this type, I don't accept Mr K's submissions that the treating doctor was unable to comment on his ability to travel at his own request (and in fact I note the treating doctor did subsequently provide such commentary at Mr K's request).

Overall, I'm satisfied AWP's initial conclusion that Mr K was fit to fly on 11 August 2024 wasn't unfair or unreasonable in the circumstances based on the medical information available to it at the time. I understand, upon Mr K's eventual return to the UK, he experienced a recurrence of the original condition, but it wouldn't be fair or reasonable to use the benefit of hindsight to determine that this must mean he wasn't fit to fly any sooner than he did.

AWP requested Mr K's GP records because the content of the medical report from 7 August 2024 suggested that symptoms of Mr K's medical condition may have begun before he travelled abroad. AWP is entitled to make reasonable investigations into a policyholder's medical history before determining whether a claim is covered. I wouldn't expect AWP to simply take the policyholder's word for the fact that they hadn't suffered from pre-existing medical conditions – that's just not how travel insurance works. Based on the content of the first medical report, the timings of when the medical reports were received and what I think was AWP's fair initial conclusion that Mr K was fit to fly on 11 August 2024, I don't think it was unreasonable that AWP didn't act to request these medical records sooner than it did.

While AWP was making enquiries into Mr K's medical history, Mr K's treating doctor provided another medical report dated 14 August 2024 which said he was unable to travel by car for long distances or by airplane and would be subject to monitoring and follow-up examinations within the next 3 months. Following a review of Mr K's medical records, AWP confirmed cover in September 2024 and told Mr K to send it receipts for any expenses he had incurred.

AWP later arranged repatriation flights for Miss G and Mr K at Mr K's request, upon receipt of a medical report dated 6 November 2024. Miss G didn't ultimately travel on the repatriation flight. I don't think it's reasonable to expect AWP to pay for a second repatriation

flight for Miss G in circumstances where it was only notified that she wouldn't be travelling after the original flight had already departed and where she hasn't provided any medical evidence that she was unable to travel on that original flight.

AWP, in March 2025, said because Miss G and Mr K didn't have any pre-booked return transport to the UK, it couldn't determine what accommodation costs were 'additional' (and therefore covered under the emergency medical assistance section of the policy) and what accommodation costs would always have been incurred.

This travel insurance policy like most, if not all, travel insurance policies on the market, only covers certain claims where the policyholders already have return transport back to the UK booked. I understand Miss G and Mr K say their plans changed when Mr K fell ill but I don't think their version of events has been particularly consistent or persuasive and, without further evidence that they had return transport planned, I don't think AWP is obliged to pay the full amount of their claim. Without evidence of how long Miss G and Mr K were originally planning to stay abroad then it wouldn't be fair or reasonable to require AWP to cover their accommodation costs. Miss G and Mr K would always need to have paid to return to the UK, but AWP paid for their repatriation flights anyway, which is more than I think AWP needed to do in these circumstances.

I don't find the reports from Mr K's treating doctor as persuasive as AWP's medical team's commentary due to a general lack of supporting information set out in the reports and the overall circumstances in which some of the reports were produced. But, regardless of when Mr K was fit to fly, the outstanding costs which he and Miss G are claiming for aren't covered under the policy anyway because they had no return transport booked.

Miss G and Mr K's food expenses while abroad aren't covered under the terms and conditions of this policy, nor would I expect them to be, but I note AWP has paid Miss G and Mr K a meal expenses benefit which I think is fair and reasonable in the circumstances. AWP has also paid for medical expenses, taxis and medical confinement benefit which, again, I think is fair and reasonable in the circumstances. The fact that AWP paid these elements of the claim in May 2025 isn't an acknowledgement that the whole claim is covered and doesn't mean it would be fair and reasonable for AWP to pay all the costs which Miss G and Mr K are claiming for when I'm not satisfied these are otherwise covered under this policy.

I'm sorry to hear Miss G and Mr K are in financial difficulty, but I don't think it would be fair or reasonable in the circumstances to require AWP to pay any more of this claim than it already has done.

AWP's handling of the claim

I don't think AWP handled certain elements of this claim in line with industry rules, or as I'd reasonably expect it to have done.

While it may have been more helpful if AWP had identified earlier that Miss G and Mr K's claim wasn't fully covered because they had no return transport booked, Miss G and Mr K gave AWP conflicting information about this. And, even if AWP had confirmed at an earlier point that the claim wasn't fully covered, I'm not satisfied Miss G and Mr K are likely to have acted any differently in the circumstances, as I think it's clear they always intended to stay abroad.

However, AWP did mistakenly indicate that the claim would be covered in full and there were obvious gaps in AWP progressing the claim as well as in its communications, with unexplained and excessive delays apparent from its contact notes. I note Mr K was unhappy

with how he was spoken to during a phone call with AWP and says it delayed in reviewing his GP records when these arrived. Although I don't think it would be fair or reasonable for AWP to pay for a second repatriation flight for Miss G, AWP didn't respond to Mr K's enquiries about the matter, and I understand there was an error with the taxi which AWP had booked for Mr K on his arrival back in the UK. It's also clear there were delays by AWP in telling Miss G and Mr K that the claim was only partially covered, and in paying the partial settlement.

I can't seek to punish AWP through an award of compensation, nor can I take into account hypothetical situations which might have happened – I can only take into account the events as they actually occurred. Complaint handling isn't a regulated activity in its own right so, when considering compensation, I can only have regard to AWP's handling of the claim. I understand Miss G and Mr K's ability to work has been impacted since their return to the UK but AWP's obligations to them ended when their trip did. Overall, I'm satisfied that the £300 compensation which AWP has already offered to pay Miss G and Mr K is fair and reasonable in the circumstances. This means I won't be directing AWP to do anything further.

My final decision

My final decision is that I don't uphold Miss G and Mr K's complaint.

AWP P&C S.A. has already made an offer to pay Miss G and Mr K £300 compensation, and I think this offer is fair and reasonable in all the circumstances, so AWP P&C S.A. should pay this amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G and Mr K to accept or reject my decision before 1 December 2025.

Leah Nagle
Ombudsman