

The complaint

Mr H is unhappy with the assistance he received from AWP P&C S.A. when he claimed on his travel insurance policy.

What happened

Mr H was on an extended trip abroad when he discovered he had insufficient medication (an inhaler) for a medical condition he'd disclosed to his insurer. This was due to an error made by his NHS practitioners. Mr H contacted AWP as he wanted help to source the missing medication as he couldn't get it in the country he was visiting. AWP explained they were unable to ship medication to Mr H but they reached out to pharmacies and provided the details of a pharmacy that may be able to help.

Mr H complained to AWP. In their final response they highlighted that Mr H hadn't contacted the emergency assistance department when he first got in touch with them. And they said there was no cover for a shortage of prescription medication during a trip. So, they didn't uphold the complaint. Unhappy, he complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. In summary, she said AWP had reasonably declined the claim and this wasn't something that was covered under the policy.

Mr H didn't agree and asked an ombudsman to review his complaint. In summary, he highlighted that he'd declared all his pre-existing medical conditions and was preparing for a long trip. He reiterated his concerns about the clinical practitioners who'd made the error in the prescription and the regulator which oversees them. He felt the policy had been mis-sold and there was a lack of understanding about how difficult it was to find the appropriate medication in the place he was visiting.

So, the complaint was referred to me to make a 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.

I'm very sorry to read of the circumstances which led to Mr H contacting AWP for assistance. I can appreciate that it was very worrying and distressing for him, particularly given what he's said about the nature and purpose of his visit.

The relevant rules and industry guidelines say that AWP have a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions say there is no cover for any claim:

Which is the result of you not taking necessary medication which you know at the start of your trip that you would need while you were away (including costs incurred

in obtaining or replacing medication) or recommended preventative medication.

I'm sorry to disappoint Mr H but I'm not upholding his complaint. I say that because:

- I think it was reasonable for AWP to conclude that the exclusion applied. Mr H's medication was necessary, and he knew at the start of the trip he'd need it while he was away. It's very unfortunate that Mr H's clinician made an error but that's not something AWP is responsible for, or which I'd expect them to rectify.
- I'm satisfied that the emergency assistance team provided Mr H with reasonable assistance once they were aware of his concerns. They reached out to local pharmacies and provided an address of somewhere that may be able to help. That's not something they were required to do as there wasn't a valid claim on the policy.
- Mr H contacted the wrong department at AWP when he first tried to get assistance. I've thought his point that the message could have been passed on. The department he contacted didn't offer a 24/7 service and they did respond the next working day. In that response they did refer Mr H to the correct department for emergency assistance. And, I can also see that the policy terms do clearly state the contact details for the emergency assistance team. So, I'm not persuaded AWP has acted unreasonably in the circumstances.
- Mr H highlighted that he'd declared pre-existing conditions and therefore the medication was required to control the conditions he'd declared. Travel insurance policies aren't designed to cover every eventuality. And, it's for an insurer to decide what risks they are, and aren't prepared to cover. That's a commercial decision they are entitled to make. I'm not seeking to downplay the seriousness of Mr H's medical condition as I fully understand it was important he accessed the appropriate inhaler. However, the circumstances which led to the claim are not covered under the policy.
- I'm also not persuaded it would be fair and reasonable to direct AWP to cover the claim outside of the policy terms. Most travel insurance policies contain similar exclusions relating to prescription medication. So, I'm satisfied that AWP's position is in line with the policy terms, and standard industry practice.
- AWP isn't responsible for the sale of the policy. The policy is a benefit of Mr H's package bank account. Therefore, if he has concerns about the sale of the policy, or the benefits it offers, that's something he'll need to complain about to his bank.
- It's not my role to comment on the conduct of the clinician or regulatory bodies which supervise them. My role is to decide whether AWP has acted fairly when declining to offer cover. For the reasons I've outlined above, I'm satisfied they have.
- Finally, I can see that an offer has been made to reimburse Mr H for his reasonable additional expenses following a complaint about the NHS care provider's error. So, even if I were to accept Mr H's representations, I don't think Mr H has experienced a financial loss as there's already an offer by the provider to pay his reasonable additional expenses. So that further persuaded me it's not fair and reasonable for AWP to pay for any expenses associated with that error.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or

reject my decision before 14 January 2026.

Anna Wilshaw
Ombudsman