

The complaint

Mrs K, Mr K1 and Mr K2 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 handle claims and complaints on its behalf.

What happened

Mrs K, Mr K1 and Mr K2 had a travel insurance policy, provided by AWP.

Unfortunately, while on holiday abroad, Mrs K and Mr K1 had a road accident and were taken to a private hospital. Mr K2 contacted AWP to tell it about the claim.

Mr K1 needed urgent surgery. Mrs K and Mr K2 were chasing AWP to confirm cover under the policy so Mr K1 could have the operation. Approximately 21 hours later, AWP said Mr K1's claim wasn't covered because the policy excluded driving two-wheeled motor vehicles outside of the EU. Mr K1 was then taken to a public hospital for the operation.

Mrs K later asked AWP whether a claim for her injuries, as a passenger, would be covered under the policy. AWP asked Mrs K questions about Mr K1's driving licence before telling her there was no cover for her claim under the policy either.

Unhappy, Mrs K, Mr K1 and Mr K2 complained to AWP before contacting our Service.

One of our Investigators looked into what had happened and said he didn't think AWP had acted unfairly or unreasonably in the circumstances. Mrs K, Mr K1 and Mr K2 didn't agree with our Investigator's opinion, so the complaint has 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.

Industry rules set out by the regulator say an insurer must handle claims promptly and fairly, shouldn't unreasonably reject a claim and must provide appropriate information to a policyholder about the progress of a claim. I've taken these rules into account when making my final decision.

It's not correct to say this policy never covers private medical treatment abroad. It may do so, in certain circumstances, if a private hospital is the most suitable and medically appropriate place to obtain necessary emergency medical treatment. However, this is subject to a claim being otherwise covered under the policy.

So, if Mr K1's claim had been covered under the policy, AWP may have authorised for treatment to go ahead in the private hospital. However, neither Mrs K nor Mr K1's claims were covered. This is because the terms and conditions say claims as a result of the

following are excluded:

'... your use of a two-wheeled motor vehicle (including a motorcycle or moped) unless:

- a. as a passenger you wear a crash helmet and it is reasonable for you to believe that the driver holds a licence to drive the two-wheeled motor vehicle under the laws of the country in which the accident occurs; or*
- b. you are in the EU and as a rider you wear a crash helmet and you hold an appropriate UK licence which permits you to drive the capacity of the two-wheeled motor vehicle and you comply with the licencing laws of the country in which the accident occurs.'*

No insurance policy offers unlimited cover, regardless of the country being travelled to.

Mr K1's claim wasn't covered under this policy because he was riding a two-wheeled motor vehicle outside of the EU. I appreciate Mrs K, as a passenger, was wearing a helmet and says she was certain Mr K1 had a licence because the vehicle was rented to him from a legal rental company. However, Mr K1 didn't have the type of licence he needed under the laws of the country where the accident occurred, and I think it's reasonable to expect a policyholder to make sure they have the necessary legal documentation before renting a vehicle in another country.

Overall, this means I don't think either Mrs K's or Mr K1's claims were covered under the terms and conditions of the policy they held with AWP. So, I don't think AWP acted unfairly or unreasonably in the circumstances by turning down their claims.

I've carefully considered AWP's notes to understand the timeline of what happened here. Mr K1 was very seriously injured and needed an emergency operation. I have no doubt this must have been extremely worrying and distressing for Mrs K, Mr K1 and Mr K2 and it's clear they were desperate for AWP to confirm whether Mr K1 could have the operation in the private hospital.

However, AWP was entitled to make reasonable enquiries into whether the claim was covered under the policy terms and conditions before confirming the position to Mrs K. Based on the evidence I've seen, AWP generally acted as I'd have expected it to in promptly making all relevant enquiries with the hospital and Mrs K for the information it needed to make a decision about the claim. I'm satisfied AWP treated the matter as a priority and I think, during the first 24 hours, it kept Mrs K updated as I'd have expected it to.

Mrs K sent an email to AWP asking it to transfer Mr K1 to a different hospital if it wouldn't cover the costs where he was. However, at this point, AWP was still trying to obtain a medical report, and I don't think it would have been appropriate or reasonable for AWP to suggest moving Mr K1 out of the medical facility he was in and into an alternative hospital without any confirmation of his status from a medical professional.

I understand Mrs K feels AWP should have notified her at the outset that an accident like this outside of the EU wouldn't be covered. But, based on the overall circumstances and the timeline of events in this case, I'm satisfied there were no unreasonable or excessive delays by AWP.

Mrs K says her relative's claim was dealt with more quickly by another insurer but my role here is to consider AWP's actions and the actions of another insurer aren't relevant to the outcome of this complaint.

It's clear, and understandable, that Mrs K feels strongly about what happened but, overall, I don't think AWP acted unfairly or unreasonably in its handling of Mr K1's claim. While I note there was a delay by AWP in responding to Mrs K's query about her own cover once she confirmed the details of Mr K1's driving licence to it, I don't think AWP acted unfairly or unreasonably in its handling of her claim either.

There was a delay by AWP in responding to this complaint, but complaint handling isn't a regulated activity so it's not within my powers to award compensation to Mrs K, Mr K1 and Mr K2 for this.

I understand Mr K2 sent AWP an email saying he was forced to extend his stay, to which AWP didn't respond. I can't see that Mr K2 was asking AWP a question in this email but, in any event, it would have been good customer service for AWP to respond. AWP has said any claim for Mr K2's costs wouldn't be covered under the policy either, but this issue didn't form part of Mrs K, Mr K1 and Mr K2's original complaint to AWP. If they are unhappy with this then they'd need to complain directly to AWP in the first instance. Our Service has no power to comment on a complaint unless the business involved has been given the opportunity to consider the matter first.

I'm sorry to hear about the distressing experience that Mrs K, Mr K1 and Mr K2 have been through. I wish Mrs K and Mr K1 well for their ongoing recovery, but I won't be directing AWP to do anything more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K, Mr K1 and Mr K2 to accept or reject my decision before 29 December 2025.

Leah Nagle
Ombudsman