

The complaint

Mr H is unhappy that AWP P&C SA didn't cover all medical expenses he claimed for under his travel insurance policy which forms part of an international bank account ('the policy').

What happened

Mr H was involved in a car incident whilst he was in a country I'll refer to as 'X'. He was admitted to hospital for emergency medical treatment. After he was discharged, he returned to the country where he was living and had further treatment.

AWP has agreed to cover medical costs incurred whilst he was in X but not the follow up treatment, he received in the country he was living.

Unhappy, Mr H complained to AWP. And after it maintained its position, he brought a complaint to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mr H's complaint. He disagreed and raised further points in reply. These didn't change our investigator's opinion so the complaint has now been passed to me to consider everything afresh 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.

That includes all points made by Mr H. However, I won't respond to each of these. I hope he understands that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

And so that everyone is clear, I've only considered issues up to 6 May 2025 when AWP issued its final response. I know that Mr H raised other concerns and these have since been addressed in a recent final response dated November 2025, but I'm satisfied that those further concerns will need to be addressed separately.

In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time. That includes AWP's regulatory obligation to handle insurance claims fairly and promptly – and to not unreasonably decline a claim.

Subject to the remaining terms and conditions, the policy does provide cover for emergency medical treatment. Relevant to this complaint, the policy terms say:

We will pay you up to £10 million for the following expenses which are necessarily incurred within 12 months of the incident as a result of your suffering unforeseen bodily injury, illness, disease...

- Emergency medical, surgical, hospital, ambulance, and nursing fees and charges incurred outside of your home country or country you are a national of.
- Emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth up to a limit of £1,000, incurred outside your home country or country you are a national of.

Home country is defined as:

The country in which your home is located.

Home is defined as:

The place you usually live in your home country.

I have a lot of empathy for Mr H and the injuries he incurred whilst he was in X. Mr H feels very strongly that medical costs shouldn't be restricted to those incurred whilst being treated in X.

However, I'm satisfied that AWP has acted fairly and reasonably by declining to pay the medical expenses he incurred after he returned to the country where he lived. I'll explain why.

- I'm satisfied that AWP has fairly relied on the policy terms which clearly says that it only provides cover for emergency medical charges and emergency dental treatment outside the insured's home country or country they are a national of. I'm satisfied that it's fair and reasonable to conclude that Mr H's home country is the one he returned to from X and received further treatment in.
- I know Mr H was discharged from hospital in X to return to the country in which he lived for further treatment. If he'd stayed, he feared having to remain for many weeks to complete treatment. He says this would've also been expensive for AWP. However, Mr H didn't contact AWP for medical assistance until after he returned to his home country, so AWP wasn't involved in that decision.
- In any event, the policy only covers the costs of emergency medical treatment and emergency dental treatment and doesn't cover treatment or surgery that can be reasonably delayed until the insured returns to their home country. I'm not persuaded that there's compelling medical evidence that it was medically necessary for Mr H to remain in X for emergency treatment. I think that's supported by Mr H travelling back to his home country to continue with treatment there.

I know Mr H will be disappointed, but I hope it provides some reassurance that this complaint has been impartially considered by someone independent of the parties.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 March 2026.

David Curtis-Johnson

Ombudsman