

The complaint

Mr and Mrs A and Miss C are unhappy with AWP P&C S.A's decision to decline their claim.

Although all three are consumers, for simplicity, I'll refer to all submissions as being made by Mr A personally.

What happened

The circumstances surrounding this complaint are well known by all parties and so I won't repeat everything here. Instead, I'll focus on the key arguments I feel are relevant to the outcome.

Mr A claimed on his travel insurance policy with medical cover. He was at home in the UK when he was notified his stepdaughter, Miss C, was unwell whilst on holiday in Dubai. Miss C had travelled with her father and adult siblings. Miss C was diagnosed with bacterial meningitis and required hospital treatment. She was dual insured under Mr A's policy as well as her father's policy. The costs associated with her treatment and extended stay were covered by her father's policy.

This complaint relates solely to the costs incurred by Mr and Mrs A to travel and stay with Miss C. Mr A said it was medically necessary for them to travel to be with their daughter and that AWP should cover their claim.

AWP said there's no provision of cover under the policy which would pay their costs to visit Miss C whilst she was ill abroad. It noted Miss C was already accompanied by her father and older siblings and so it wasn't medically necessary as she wasn't alone.

Our investigator didn't uphold this complaint. She highlighted this was Miss C's claim as she was the one taken ill and so the medical cover is triggered for her and not Mr and Mrs A. She noted the other insurer was the lead insurer and that AWP's role in this case is to share the overall cost of the claim, rather than to grant additional benefit. And that because Miss C was already accompanied by her father and adult siblings, AWP didn't need to pay for additional family members to be with her.

Mr A, unhappy with that, asked for an ombudsman to review his complaint. In summary, he said this isn't just Miss C's claim and that he and Mrs A have also incurred necessary and unforeseen costs related to her medical emergency. He said AWP cannot be allowed to rely on the other insurer's involvement to relinquish its responsibility towards him as a consumer. He also said AWP didn't assess whether it was medically necessary for Miss C to be accompanied and so it shouldn't be allowed to rely on that policy term to decline his costs. And so, it's now for me to reach a final decision on whether there's cover under the policy for the expenses Mr A has claimed for.

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.

Having done so, I've decided not to uphold it and for the same conclusions reached by our investigator. There's no cover under this policy for the expenses Mr A is claiming for and so AWP currently doesn't need to take any further action under this claim. AWP's responsibility might be to settle some of the costs incurred by the lead insurer, as Miss C was dual insured, but that's a matter for both insurers to discuss.

The relevant rule that applies in this case comes from the Insurance Conduct of Business Sourcebook (ICOBS) which says AWP must handle claims promptly and fairly and must not reject a claim unreasonably. I've considered AWP's obligations under ICOBS whilst assessing this complaint.

The key consideration in this case is the policy terms as they set out what cover is available in the circumstances. The relevant terms say;

*"Additional travel and accommodation expenses:
... for one person, who is resident in your home area, to travel to remain with or escort you back to your home area on the advice of our medical adviser" and;*

*'We have the right to do the following:
Not to pay any claim on this policy (except under Section 8 - Personal Accident) for any amounts covered by another insurance or by anyone or anywhere else, for example any amounts you can get back from private health insurance, any reciprocal health agreements, transport or accommodation provider, home contents insurer or any other claim amount recovered by you. In these circumstances, we will only pay our share of the claim"*

The additional travel and accommodation expenses

I think it's important to highlight that the emergency travel medical expenses cover would be triggered by Miss C becoming unwell and therefore the cover applies solely to her. Mr A, although insured under the same policy, wasn't on the trip and so, he cannot bring a valid claim under the travel medical terms. As it's Miss C's claim, the policy terms must be interpreted with her at the centre of the claim.

I understand the decision Mr and Mrs A made to fly to Dubai to be with their daughter and I sympathise with what undoubtedly must have been a difficult time. But Miss C was already accompanied by her father, and therefore, from AWP's perspective, there was no need to fly anyone else out to remain with or escort Miss C back home.

But because Miss C already had at least one person with her, I'm persuaded it would be unfair to expect AWP to pay for another, or even two more people.

Mr A argued that Miss C's father was unable to meet her care needs and explained that he suffered with multiple sclerosis and was largely wheelchair reliant. I've thought carefully about that and whilst I understand his argument, I remain unpersuaded that means AWP should pay their travel costs. I say that because I've not seen any persuasive evidence that persuades me he was unable to remain with Miss C or accompany her back to the UK. Further, on balance, I find it unlikely Miss C's father would have travelled abroad with his children if he were as incapacitated as Mr A has suggested.

But even if that were the case, I still wouldn't have said AWP should have paid Mr A's costs. I say that because I'm also aware Miss C was with her siblings, who were aged 16 and 19. And so, they also could have remained with Miss C and accompanied her home in the circumstances. The term is intended to ensure that Miss C wasn't left alone whilst being

treated abroad. As that didn't happen, AWP doesn't need to pay Mr A's costs to be there.

Mr A made other arguments about how AWP assessed this part of the claim and said AWP didn't assess the medical necessity for him to be there. But given what I've just explained, I don't think it needed to as Miss C was already accompanied. Mr A said his costs were necessary and unforeseen and I understand why he said that, but in the context of the policy, that's incorrect. Mr A's costs were necessary for him because he understandably wanted to be there to help support his family and they were unforeseen as he'd not planned for this event to happen.

But because Miss C was already accompanied by other family members, the policy wouldn't consider it necessary to be there. Further, the costs weren't unforeseen from an insurance perspective because once he was told about the situation, he then booked the flights. And so, Mr A was already aware of Miss C's ill health when he booked those flights – which isn't considered an unforeseen event in these particular circumstances.

The lead insurer already covered the extended costs for Miss C and her father, who remained in Dubai whilst she was treated, so Miss C wasn't on her own. I acknowledge Mr A's argument that it was Mrs A who remained at the hospital with Miss C, but that was ultimately the decision they made as a family and isn't reason enough for AWP to accept their claim.

I understand why Mr and Mrs A felt they needed to get on a flight to be with Miss C, particularly as it seems as though she wasn't getting an appropriate level of treatment from the doctor whilst she was at the hotel. When they arrived and saw Miss C, they insisted she go straight to hospital – which Mr C said saved her life. But for the reasons I've explained, their travel costs aren't covered by this policy and so AWP has declined the claim fairly in the circumstances of this complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A, Mrs A and Miss C to accept or reject my decision before 13 March 2026.

Scott Slade
Ombudsman