

The complaint

Mr and Mrs L complain because AWP P&C SA hasn't paid a claim for an unused excursion under their travel insurance policy.

All references to AWP include the agents appointed to handle claims on its behalf.

What happened

Mr and Mrs L are insured under a travel insurance policy provided by AWP.

Unfortunately, while on holiday abroad, Mr L suffered an injury and experienced significant pain. Mr L contacted AWP's emergency medical assistance team. He was told he could visit a hospital convenient to his location and AWP explained the process for making a claim for medical expenses. Mr L also told AWP he'd had to cancel an excursion. The emergency medical assistance team said Mr L would need to raise this with AWP's claims team.

AWP subsequently paid Mr L's medical expenses claim but said the cost of cancelling the excursion wasn't covered under Mr and Mrs L's policy.

Unhappy, Mr and Mrs L complained to AWP before bringing the matter to the attention of 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. Mr and Mrs L 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.

I've read and carefully thought about all the detailed submissions which Mr and Mrs L have made but I won't be addressing every complaint point raised and I'm not obliged to do so. Instead, reflecting our Service's role as an informal alternative to the civil courts, I'll only be addressing what I consider to be the key issues.

Industry rules set out by the regulator say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, alongside other relevant considerations, into account when making this final decision.

I'm sorry to hear about Mr L's experience abroad. I don't doubt he was in significant pain, and I understand his reasons for cancelling the excursion. However, this doesn't automatically mean AWP is responsible for covering the cost of this.

The terms and conditions of Mr and Mrs L's policy only provide cover for cancelled excursions if the policyholder curtails (i.e. cuts short their trip and returns home early) from their holiday for certain reasons which include injury or illness. This isn't what happened here. Mr and Mrs L stayed abroad and returned to the UK on their original return flights.

I understand Mr and Mrs L say they were unable to cut their trip short because of Mr L's hospital attendances and the lack of availability of direct flights. However, the policy simply doesn't cover the costs of cancelling an excursion in Mr and Mrs L's circumstances. I've taken into account all the facts of the case as well as all the sections of the policy which could apply but, overall, I don't think AWP acted unfairly or unreasonably by refusing to pay for the cancelled excursion.

For the avoidance of doubt, an excursion doesn't meet the policy definition of a 'trip', so this isn't a reason upon which I could fairly direct AWP to pay for the cancelled excursion either.

I've listened to the telephone calls between AWP and Mr L which I've been provided with. I'm satisfied, based on the evidence available to me, that AWP carried out searches to check for all the calls which took place.

AWP didn't give Mr L any assurances during the calls I've listened to that a claim for the cancelled excursion would be covered. While I understand Mr L feels AWP should have given him better guidance, including telling him he would need to return to the UK in order for the claim to be covered, I'm afraid I don't agree. This isn't something which I'd generally expect or consider appropriate for an emergency medical assistance line to do in these circumstances. And, even if I were to accept that AWP should have done something differently here, I think it's more likely than not that Mr and Mrs L would still have ended up in the same position anyway.

The fact that AWP may have changed its reasoning for declining this part of the claim and/or given incorrect advice about how to progress the claim doesn't mean AWP should pay for something which the policy doesn't otherwise provide cover for. Neither does AWP's failure to return calls or the call handler's misunderstanding of certain of Mr L's explanations.

I'm sorry to disappoint Mr and Mrs L but I don't think AWP acted unfairly or unreasonably in the circumstances, so I won't be directing it to do anything more.

My final decision

My final decision is that I don't uphold Mr and Mrs L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 7 May 2026.

Leah Nagle
Ombudsman