

## **The complaint**

Miss O has complained that AWP P&C S.A. declined a claim she made on a travel insurance policy.

## **What happened**

Miss O was on a trip abroad in August 2025 when she unfortunately became unwell and needed to be hospitalised overnight. She therefore made a claim on the policy for medical expenses.

AWP declined the claim on the basis that the circumstances are not covered under the policy terms, namely that she had travelled against Foreign, Commonwealth and Development Office (FCDO) advice.

In responding to the complaint, it maintained its position in relation to the claim. However, it acknowledged that there had been an avoidable delay in reaching its claims decision. So, it paid her £200 as a gesture of goodwill for the distress and inconvenience caused.

Our investigator thought that AWP had acted reasonably in declining the claim, in line with the policy terms and conditions. She also thought that £200 was an appropriate level of compensation for the poor claims handling.

Miss O disagrees with the investigator's opinion and so the complaint has been passed to me for 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've carefully considered the obligations placed on AWP by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AWP to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

So, I've considered the terms of the policy Miss O held, as this forms the basis of contract between the parties. There are a number of terms within the policy which I consider relevant to the complaint.

Under 'General exclusions', it states:

*'The following exclusions apply to the whole of your policy.'*

*We will not cover you for any claim arising from, or relating to, the following.*

*3. You not following any advice or recommendation made by the Foreign, Commonwealth and Development Office (FCDO), World Health Organization (WHO) or any government or other official authority. This includes where:*

- The FCDO has advised against:*

- all travel; or*

- all but essential travel (unless the purpose of your journey is necessary, urgent and cannot be postponed. Evidence of this will be required see Claims conditions);*

- You have travelled against the advice of a local authority at any destination you are travelling from, through or to.*

*For further details on FCDO travel advice, visit: [gov.uk/foreign-travel-advice](https://gov.uk/foreign-travel-advice)*

Also, under 'Important information', it further states:

*'Note*

*You will not be covered if you do not follow any advice or recommendation made by any of the following: the Foreign, Commonwealth and Development Office (FCDO), World Health Organization (WHO) or any government or other official authority at any destination you are travelling from, through or to. For more details of the FCDO travel advice, visit the website at [gov.uk/foreign-travel-advice](https://gov.uk/foreign-travel-advice).'*

And:

*'If you have decided to travel despite the Foreign, Commonwealth and Development Office advising against all but essential travel, we will need evidence of why you believe your travel should be considered essential. Examples of what we consider to be essential travel are if:*

- A close relative is in intensive care in hospital or has unexpectedly been given a terminal prognosis with a short life expectancy;*

- A close relative has died and you need to attend the funeral;*

- Your property abroad has been seriously damaged and you need to arrange and/or oversee professional repairs;*

- You have an urgent work matter that cannot reasonably be cancelled, postponed or delayed;*

- You have a full-time but short-term placement at a recognised educational establishment where attendance must be in person.'*

Parts of the country that Miss O had travelled to were affected by the FCDO advice.

Miss O has asked me to consider whether that exclusion is made clear enough. Looking at the above wording, I'm satisfied that it is clear, fair and not misleading. Furthermore, the Insurance Product Information Document (IPID), which is issued at the point of sale to act as a summary of the key points, also sets out the exclusion, using the 'Important information' wording above.

Miss O has argued that the FCDO advice did not apply to the whole country, that AWP has misinterpreted the zones and that her destination was outside of the affected area and not subject to the FCDO advice. She says the clause in the policy has been interpreted too broadly as she merely travelled through the affected zone to reach her destination.

Miss O has said that travelling through the airport in that country was necessary and an unavoidable part of the journey. However, it was avoidable, as she could have chosen to heed the FCDO advice not to travel to that region. She was travelling to attend a baptism, which I'm not persuaded constitutes 'essential travel'. Whilst she was personally willing to take the risk of travelling through an affected zone, AWP is not willing to accept that risk, hence the specific exclusion in the policy.

Looking at the above wording, I'm satisfied that the exclusion also applies if you are travelling through an affected area to reach your destination. On balance, based on the available evidence, I'm satisfied that AWP acted reasonably in declining the claim, in line with the policy terms.

As already mentioned, there was a delay in reaching the claims decision. Given what AWP knew about her location, it should have been able to identify much more quickly that the claim would be declined due to her travelling against FCDO advice. Instead, it asked her for other details in support of the claim, including medical information.

When looking at this complaint, an important consideration is what the outcome would have been if it hadn't been for the poor service. If things had happened as they should, Miss O would have been told almost immediately that she wasn't covered.

She had said that the hospital contacted the insurer, who advised that she had insurance. So, she'd relied on that information, which led to her staying overnight and incur significantly higher costs. So that sounds like she elected to stay the night, thinking that AWP would be paying for it. She has since clarified that she relied on medical advice that she should be admitted for observation and that she wasn't in a position to override that judgment. Therefore, even if she'd known that she wasn't covered, she would still have followed the clinical advice for her to stay overnight.

There's no dispute that her treatment was medically necessary. The matter at hand is whether the circumstances are covered under the policy terms – and I'm afraid to say that they are not, for the reasons already explained.

There has been some detriment. She suffered a loss of expectation when thinking that she was covered. And there was some poor claims handling, in particular that the decision to decline the claim wasn't made sooner, without putting her to the trouble of obtaining further information. Overall, I'm satisfied that £200 is fair and reasonable compensation for the impact of the errors that occurred. Therefore, I won't be asking AWP to do anything more.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 29 April 2026.

Carole Clark  
**Ombudsman**

