

## **The complaint**

Mr and Mrs M are unhappy that AWP P&C SA (AWP) declined their travel insurance claim.

## **What happened**

Mr and Mrs M renewed a worldwide annual travel insurance policy which they took out with a broker. The underwriter on the policy is AWP.

Their travel dates were from 24 September 2023 to 5 October 2023. It was a holiday of a lifetime and they'd paid a deposit of £2,475.60.

Mrs M had a knee replacement surgery on 23 March 2023, and she was informed by her doctor not to travel due to any complications such as deep vein thrombosis. They had to unfortunately cancel their trip.

Mr and Mrs M submitted a claim to AWP, and it was declined. It said Mrs M hadn't informed AWP that she was on a waiting list to have surgery. Mr and Mrs M made a complaint to AWP. They said they weren't aware they had to inform AWP and wouldn't have knowingly jeopardised their trip. They've been with the same insurance company for years and they've never had any prior issues. They've also lost a significant amount of money which they paid for their trip and feel extremely disappointed because AWP asked for all their information and then turned down their claim. Mr and Mrs M would like the deposit amount refunded by AWP.

They brought their complaint to this service. Our investigator didn't uphold it. She thought AWP had applied the terms and conditions correctly and fairly declined the claim.

Unhappy with the investigator's findings, Mr and Mrs M asked for their complaint to be referred to an ombudsman. So, it's been passed to me.

## **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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And they mustn't turn down claims unreasonably. So, I've considered, amongst other things, the terms of this policy and the circumstances of Mr and Mrs M's claim, to decide whether AWP treated them fairly.

I've started by looking at the terms and conditions of Mr and Mrs M's policy as they form the basis of the contract between them and AWP.

On page 4, the '*Medical Declaration*' states:

*'You must advise us to the best of your knowledge if any of the following apply to you. If you say YES to any of the following questions, the Medical Screening Service must be contacted using the following link [...].'*

[...]

*5. You were receiving, recovering from, or on a waiting list for in-patient treatment in a hospital or nursing home.*

[...]

And, under the cancellation section of the policy on page 6, it confirms that there is no cover for cancellation if the medical declaration hadn't been complied with.

Based on the above, AWP can decline the claim on the basis that Mrs M didn't declare that she was on a waiting list for surgery to her knee.

I understand that Mr and Mrs M weren't aware they needed to let AWP know that Mrs M was on a waiting list to have surgery. I know that it wasn't their intention not to let AWP know either. But for a cancellation claim to be paid, they would have needed to comply with the medical declaration, and this is the crux of the issue.

Unfortunately, Mr and Mrs M didn't comply with this and therefore had to cancel their trip. It was their responsibility to ensure that they had cover and to read through the terms and conditions once they'd received the policy documentation.

I note that Mr and Mrs M have said AWP asked for all their information including bank details and then declined the claim. I understand this can be time consuming and can build up hopes, but AWP has to have all the information before it can assess the claim and validate cover. It's usual for insurers to ask for the information before they can confirm the claim is valid and payable. So, I don't think AWP did anything wrong in asking for the information.

I appreciate they had booked a trip of a lifetime and to celebrate some milestones. So, I'm sorry to disappoint Mr and Mrs M. But, taking everything into account, I think their claim was declined by AWP in line with the policy terms and conditions and it was done so fairly and reasonably. I don't agree that the deposit amount Mr and Mrs M paid ought to be refunded. It follows therefore that I don't require AWP to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs M's complaint about AWP P&C SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 10 September 2024.

Nimisha Radia  
**Ombudsman**