

## The complaint

Mr and Mrs M have complained that AWP P&C SA ('AWP') hasn't settled their claim fairly.

## What happened

Mr and Mrs M have a travel insurance policy through a packaged bank account, underwritten by AWP P&C SA. Whilst abroad, their passports were stolen and so they had to arrange for replacements.

They made a claim to AWP which was accepted and a settlement amount was paid. But Mr M complained and said that his full costs and expenses weren't reimbursed. AWP replied and explained it had paid for what was covered under the terms and conditions of the policy.

Unhappy with this, Mr and Mrs M referred their complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found the claim had been settled fairly and in line with the policy terms and conditions.

Mr M disagreed and in summary, said they should get all their additional costs back. And so the case has been passed to me to make a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy terms confirm what is covered under the 'loss of documents' section as: *"Your reasonable travel and accommodation expenses in obtaining replacements of the above documents (passport, driving licence and visa or travel tickets) whilst on your trip."*
- Mr and Mrs M claimed for costs including taxi fares and flights to get home but under the terms of the section outlined above, these costs aren't covered. Specially, travel costs whilst on the trip to obtain replacements are covered and these were paid by AWP. As flights home in this scenario aren't covered under the policy terms, I don't think AWP acted unfairly. An insurer is entitled to decide the level of risk it is prepared to take and pay for, and the terms and conditions form a contract between Mr M and AWP. So he is only covered for what is outlined in the policy terms, and not all costs and expenses, as suggested.
- In this decision, I have considered the points raised by Mr M in his complaint to AWP

and not any new issues.

**My final decision**

For the reasons set out above, I don't uphold this complaint.

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 29 December 2023.

Shamaila Hussain  
**Ombudsman**