

## **The complaint**

Mr S complains about AWP P&C SA's handling of a claim he made under his missed event insurance policy.

AWP is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As AWP has accepted it is accountable for the actions of the agents, in my decision, any reference to AWP includes the actions of the agents.

## **What happened**

Mr S took out missed event insurance when he booked tickets for himself and three others to go to a festival. Shortly before the event, Mr S made a claim under his missed event insurance policy with AWP, because two members of his party were unwell.

Mr S says it took AWP around three months to send him a payment which was only the amount he'd paid as a deposit. He sent AWP documents to support his claim several times because it said they didn't have what they needed. Mr S says that in May 2023, AWP told him he'd receive a payment for the full amount of the tickets within five working days.

However, when he chased AWP, it told him the claim wasn't going through and it was being investigated by AWP's complaints team.

Mr S then received a final response letter saying the claim wasn't covered because it was due to a pre-existing medical condition, which he says isn't true. So, Mr S asked our service to consider the matter.

Our investigator thought Mr S's complaint should be upheld. He didn't think AWP had shown that an exclusion applied. He recommended AWP settle the claim and pay Mr S £150 for distress and inconvenience.

AWP disagreed with our investigator's outcome. It said it had received medical information showing the customer was suffering from anxiety and stress, however the document does not suggest when they started suffering from this, which clearly indicated it was a pre-existing condition. It said it was relying on policy exclusions to decline the claim.

Mr S told us AWP had asked him for bank details to settle his claim, but it didn't make the payment. He said after he called it a few more times to chase the payment, AWP told him the claim had been settled in November 2022 and no other money was outstanding.

So, the complaint has been passed to me to decide.

## **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 reached broadly the same conclusions as our investigator. I'll explain why.

AWP has relied on the following policy exclusions to decline Mr S's claim:

- *“Something that you knew about at the time of booking this insurance;*
- *Something that happened before your policy or event tickets were purchased (whichever is later) and which could reasonably have been expected to be the reason for a claim, unless we agreed in writing to cover it”*

AWP says the claim was declined due to a pre-existing medical condition. It says that the customer was suffering from anxiety and stress, however the document does not suggest when they started suffering from this, which clearly indicated it was a pre-existing condition.

Mr S has provided fit notes for his partner and his mother. The fit note for his mother says she was not fit for work for 13 days due to an acute stress reaction. The fit note for Mr S's partner says she was not fit for work for a period of two weeks due to anxiety. There is nothing on these documents that suggest either of these conditions were pre-existing.

I can see from the booking confirmation that the tickets were purchased around eleven months prior to the event. I'm not persuaded that Mr S, his mother or his partner would reasonably have known that they would be sick around the time of the event. So, even if there was evidence to show that the ticket holder's conditions were pre-existing, I'm not persuaded it would be fair for AWP to rely on the exclusions it has to decline the claim.

I think the customer service Mr S has received from AWP throughout his claim has been poor. There have been significant delays in dealing with his claim. AWP's communication with Mr S has been unclear. He was asked to send documentation he'd already sent in several times, and he's been given conflicting information about the outcome of his claim. This was frustrating for Mr S and took up his time. So, I think it would be fair for AWP to pay Mr S £150 to compensate him for the distress and inconvenience he's experienced.

### **Putting things right**

AWP should:

- Settle the claim, in line with the remaining terms and conditions of the policy and
- Add interest to the above at 8% simple per year\* from the date Mr S made the claim until the date the settlement is paid and
- Pay Mr S £150 for distress and inconvenience.

\*If AWP considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr S how much it's taken off. It should also give Mr S a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons I've explained, I uphold Mr S's complaint and direct AWP P&C SA to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 January 2024.

Anne Muscroft  
**Ombudsman**