

The complaint

Mr and Mrs A have complained that AWP P&C SA declined a claim they made on their travel insurance policy for cancellation.

What happened

Mr and Mrs A took out the policy in January 2023 for a trip starting on 27 March 2023. In early March 2023 they discovered that Mrs A was pregnant. They were concerned about travelling due to the risk of Zika virus at their destination and so Mrs A contacted her GP and says she was advised against going. They contacted AWP and were asked to provide a letter from the GP in support of their claim for cancellation. The subsequent doctor's letter said that: *'She was advised to follow government guidance on travel as (country) is considered a destination with risk'*. AWP didn't think the letter was sufficient and so declined the claim on the basis that the reason for cancelling wasn't covered under the policy terms.

Our investigator thought that AWP had acted reasonably in declining the claim. Mr and Mrs A disagree 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.

I've also considered the terms of the policy Mr and Mrs A held, as this forms the basis of contract between the parties. There are several terms within the policy which I consider relevant to their complaint.

Firstly, let me say I am very sympathetic to the situation Mr and Mrs A found themselves in, and understand why, ultimately, they decided not to go ahead with their trip. But I need to consider whether the circumstances mean AWP should accept the claim for the costs of their unused travel.

Having carefully considered everything available to me, I'm satisfied AWP had acted in line with the policy terms. Let me explain:

- The reason for cancelling their trip – due to concerns about the potential risk of contracting Zika virus – is not something covered under the 'cancellation' terms within the policy.
- At the time they cancelled their holiday, the Foreign and Commonwealth Development Office (FCDO) was not advising travellers against *'all or all but essential travel'* to their destination country. This FCDO term is a specific term referenced in the policy. The FCDO travel advice was to take steps to avoid mosquito

bites.

- The FCDO web page also provided a link to the National Travel Health Network which gives wide-ranging advice including suggesting that pregnant women consider avoiding travel until after the pregnancy, but it goes on to give similar precautionary advice about taking steps to avoid mosquito bites.
- I have carefully considered the letter from Mr and Mrs A's GP. The letter did not advise Mrs A not to travel. The doctor's note advised Mrs A that she should follow FCDO advice. And, as I've already explained, that advice only says to consider postponing travel but to take precautions against mosquito bites.
- The policy specifically states that someone isn't covered for cancellation if the reason is '*you not wanting to travel*'. That is essentially what has happened here, even though it was for very understandable reasons.

As I have said, I have a great deal of sympathy for the position that Mr and Mrs A found themselves in. I'm sure it seems harsh that AWP has declined their claim, despite their extremely valid reasons for cancelling. But, as our investigator has said, insurance policies don't cover every scenario. I've thought very carefully about what Mr and Mrs A have said. But, on balance, I consider it was fair and reasonable for AWP to decline the claim, in accordance with the policy's terms and conditions.

Mr and Mrs A would also like reimbursement of the £50 they paid for the doctor's note. But it's reasonable of AWP to expect them to provide medical evidence in support of the claim at their own cost.

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 Mrs A and Mr A to accept or reject my decision before 14 December 2023.

Carole Clark

Ombudsman