

The complaint

Mr B and Mrs P complain that AWP P&C SA unfairly declined their travel insurance claim after their flight was cancelled.

As most of the communication relating to the complaint has been from Mrs P, I'll refer mainly to her in my decision.

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

What happened

In March 2023, Mrs P made a claim under her travel insurance policy with AWP after her and Mr B's flights were cancelled by the airline. Mrs P says they had to stay abroad for an extra week because they weren't able to get a flight home sooner.

Mrs P claimed for expenses they'd incurred as a result of having to stay away for an extra week, such as accommodation, parking and dog kennels.

AWP declined Mrs P's claim. It said that as she had not checked in at the airport when the flight was cancelled, her claim wasn't covered.

Mrs P raised a complaint, but AWP maintained its position. So, Mrs P asked our service to consider the matter.

Our investigator didn't think Mrs P's complaint should be upheld. He thought it was fair for AWP to decline Mrs P's claim because it wasn't covered according to the policy's terms and conditions.

Mrs P disagreed with our investigator's outcome. She said she appreciated the wording in the policy document but felt it didn't apply to her claim because she was specifically told by the airline not to travel to the airport. She said the airline had told her it was no longer responsible for any claim once her new flight had been booked. 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 decided not to uphold Mr B and Mrs P's complaint. I'll explain why.

The policy's terms and conditions say:

"The benefit provided below is intended to provide compensation if you are delayed at your point of departure and is only applicable if you have travelled there and checked-in. If you

have not travelled to your departure point you will not be covered, even if you have checked-in online.”

Mrs P says she and Mr B didn't travel to the airport because the airline informed her that the flight was delayed, prior to cancelling it. As they hadn't travelled to their departure point, I don't think it's unreasonable for AWP to say that their claim isn't covered.

I appreciate Mrs P feels it's unfair that her claim was declined. However, AWP has chosen to only cover travel delay where a consumer has arrived at the airport and checked in. Insurance policies don't cover every eventuality, and it was up to AWP to decide what cover to offer under the policy.

I know my answer will be disappointing for Mrs P, but I'm satisfied that AWP's decision to decline her claim was fair and reasonable, in line with the policy's terms and conditions.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs P to accept or reject my decision before 24 October 2023.

Anne Muscroft
Ombudsman