

## **The complaint**

Mr K and Mrs O complain that AWP P&C SA declined their claim for additional costs after they were denied boarding their scheduled flight.

For ease of reading I will only refer to Mr K in my decision.

## **What happened**

In July 2022 Mr K said he arrived at the airport for his scheduled flight but after waiting three hours he said he was denied boarding. Mr K said he tried to find out what was happening from his travel agent but without success. He said a relative purchased new one-way tickets for him and his family leaving a few days later. But Mr K said he experienced further problems for his return flight as he found his scheduled return tickets weren't accepted, so again he had to purchase new tickets with the help of his relative for his return journey.

Mr K said there'd been little to no help offered to him and this had caused distress and inconvenience for his entire family. He said while his flight costs had been refunded to him he'd incurred additional costs such as credit card interest, and taxi fares as the new flights departed from a different airport. Mr K claimed against his travel insurance policy for his out of pocket expenses. But AWP declined the claim, Mr K complained to them.

AWP said they'd considered Mr K's claim under the terms of his policy cover for cancellation or curtailment, travel delay and missed departure but they'd declined his claim as there was insufficient evidence to show he'd a valid claim under the cover of the policy.

Mr K wasn't happy with AWP's response and referred his complaint to us.

Our investigator said that Mr K's travel agent said he'd been given prior notification of his flight changes. And didn't consider that AWP had acted unfairly in seeking further evidence from Mr K to show he'd a valid claim.

Mr K didn't agree and asked for an ombudsman 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.

Mr K has been reimbursed for the flight tickets he wasn't able to use, so what remains in dispute is the additional costs he said he incurred. This includes taxi fares to the airport of £500 each way. I know Mr K will be disappointed by my decision but having considered the evidence I'm not upholding his complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance for insurers in the Insurance: Conduct of Business Sourcebook (ICOBS).

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly

and shouldn't unreasonably reject a claim. But the requirement to prove there is a valid claim under the contract is the responsibility of the policy holder. Where there is a valid claim I'd expect the insurer to settle the claim unless they can rely on an exclusion under the policy terms to decline the claim.

I've considered the terms and conditions of Mr K's travel policy as this forms the basis of his insurance contract with AWP. I can see under "*Summary of cover*" the policy sets out the cover available and the amount limits. In the case of '*Travel Disruption*' this includes, travel delay, abandonment, arrival delay and missed departure. And taxi hire costs can be considered under arrival delay and missed departure. The policy goes on to explain further what is covered under the various terms.

*"Travel delay*

*1. A delay of your pre-booked public transport resulting in you departing at least 12 hours after your original scheduled departure time;*

*2. You being involuntarily denied boarding because there are too many passengers for the seats available and no suitable alternative flight could be provided within 12 hours; or*

*3. Abandonment of your trip following 12 hours of delay at your first international departure point in the UK;"*

*"Arrival delay*

*Arrival delay If you cannot reach your trip destination within 12 hours of your scheduled arrival time due to the public transport you are travelling on being:*

*1. Diverted after take-off; or*

*2. Re-directed after take-off"*

*Missed departure*

*1. Public Transport services failing to get you to your departure point due to strike, industrial action, adverse weather conditions, mechanical failure or direct involvement in an accident;*

*2. The private motor vehicle in which you are travelling being directly involved in an accident or breaking down on your way to your departure point.*

*3. You being involuntarily denied boarding on a preceding flight because there are too any passengers for the seats available and no suitable alternative could be provided to your end destination, either within 12 hours or without additional charge."*

Mr K said his scheduled flight was due to depart on 7 July 2022 at 13.05. AWP has confirmed the flight did depart just over two hours later than it was scheduled to. So, in considering what happened in this claim I don't think Mr K has a valid claim as the flight Mr K is citing in his claim wasn't delayed for 12 hours or more. Neither was Mr K denied boarding for the reasons stated above, in this case it seems Mr K wasn't allowed to board this flight as the airline had changed the times of his flight departure to coincide with a connecting flight.

I've also considered Section One of Mr K's policy – "*Cancellation or Curtailment*", which can be found at page 19 of his policy. But none of the terms apply to the situation Mr K found himself in, so again I can't say Mr K has shown he's a valid claim.

I know from Mr K's testimony that he has struggled to get a response from the airline about what happened but there are also special conditions relating to a claim under the policy:

*"Confirmation from the carrier of the reason and duration of your delay;"*

So I don't consider AWP has acted unfairly by asking Mr K to provide evidence to support his claim.

The airline said they'd notified Mr K of the flight changes allowing him time to reschedule. Mr K has said he didn't receive this notification, while I understand this must be frustrating for him, for me to ask AWP to do something differently I have to say they've done something wrong. And in this case, I can't say they have as Mr K hasn't been able to show that he'd a valid claim against his travel insurance terms and conditions. So, I'm satisfied AWP has acted fairly and reasonably in declining Mr K's claim.

I've also considered whether the terms and condition were clear and not mis-leading. And I think they are. So, I don't think the policy is misleading or the conditions hidden away.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs O to accept or reject my decision before 20 October 2023.

Anne Scarr  
**Ombudsman**