

The complaint

Mr and Mrs L complain about the decision by AWP P&C SA to turn down part of their travel insurance claim.

What happened

Mr and Mrs L hold travel insurance cover with AWP. Whilst abroad, their return flight to the UK on 21 December was cancelled by the airline. They travelled to another airport by taxi to catch a flight there on 22 December. That second flight was then also cancelled by the airline. Mr and Mrs L and their children returned to the UK on 23 December.

Mr and Mrs L made a claim for travel delay benefit. AWP said Mr and Mrs L couldn't claim travel delay benefit for the first flight because they hadn't travelled to the departure point, as required by the policy terms. It paid £200 settlement for the second flight. Unhappy with this, Mr and Mrs L brought a complaint to this Service. They also thought the policy wording was unclear.

Our investigator didn't recommend the complaint be upheld. He thought AWP had turned down the claim for the first flight fairly, and in line with the policy terms (which he thought were clear).

Mr and Mrs L didn't accept our investigator's findings, and so the matter 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.

The policy says:

'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.'

It then sets out the insured events covered under travel delay. I haven't considered whether Mr and Mrs L's claim would be covered under these, as it's not in dispute they didn't travel to the airport and so weren't delayed at their point of departure. I agree with our investigator that the point of departure would be the airport and not the general area, as the flight departs from the airport.

Whilst I sympathise with the position in which Mr and Mrs L found themselves, 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 what cover it decided to offer under the policy.

I therefore find it was reasonable for AWP to refuse to pay travel delay benefit for the first cancelled flight.

Mr and Mrs L want AWP to pay benefit towards the cost of their taxi. Under the policy there's the potential for AWP to pay reasonable additional travel costs if alternative arrangements are needed to reach their destination.

Mr and Mrs L did need to get a taxi because alternative arrangements were needed for them to reach their destination. However, that was because the first flight was cancelled, and this part of their claim isn't covered, for the above reason. So I don't require AWP to pay towards their taxi cost.

Mr and Mrs L have also raised some concerns about the policy wording.

The policy says:

*'We will pay **you**:*

*1. £30 as a benefit for the first complete 12 hours of **your** delay, then £20 (up to a maximum of £250) as a benefit for every complete 12 hours of delay after that, if **you** continue to travel on **your trip**; or*

2. Up to £5,000 for either:

*a. The refund **your** share of the cost of **your trip**...*

*b. **Your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation expenses...if **you** have to make alternative arrangements to reach **your destination**.'*

Mr and Mrs L think the use of the word 'or' makes the wording unclear. However, I think it's clear from the wording that AWP will pay benefit under section one or two, but not both.

Mr and Mrs L have also made the point that the travel delay benefit is paid per person, but the reasonable additional travel cost limit of £200 for taxis applies to a claim as a whole. They say if a distinction is being made between the two, then this should be clearly stated.

Travel delay benefit is paid per person because a delay would impact each of the insured. The insured persons would presumably be travelling together when getting a taxi and would therefore incur the cost together. However, if, for example, they had bought train tickets - then the cost of the tickets could be claimed by each insured. I don't find the policy wording to be unclear.

In any event, as I have explained above, I don't require AWP to pay towards Mr and Mrs L's taxi costs.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 21 August 2023.

Chantelle Hurn-Ryan
Ombudsman