

## **The complaint**

This complaint is brought by Mr P in respect of a travel insurance policy taken out in both his and Mrs P's name with AWP P&C SA ('AWP').

Mr P is unhappy that AWP didn't make any payment to him in respect of his claim resulting from a cancelled flight.

## **What happened**

Mr P arranged a trip by booking flights and accommodation separately. Before travelling, his flight was cancelled. Mr P says he called AWP to find out whether they would cover the cost of his booking a replacement flight, which cost considerably more than the original one. He says AWP told him he was covered for this and so he went ahead and made his booking.

When Mr P submitted his claim, AWP said that the policy didn't provide cover for cancelled flights at all. It did however provide for delays if Mr P was physically checked in to travel at the airport he was flying from, but as this wasn't the case, there was no cover available at all.

Unhappy, Mr P referred his complaint to the Financial Ombudsman Service. Our investigator considered his complaint and determined it shouldn't be upheld. She said that the policy terms didn't provide cover for the claim he was making and there wasn't enough evidence for her to determine that AWP advised Mr P his claim was covered.

Mr P doesn't agree so the matter has been passed to me to determine.

## **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 starting point is the policy terms. The cancellation or curtailment section of the policy says:

*"We will pay you up to £5,000 (inclusive of any valid claim payable under Section 3- Travel disruption cover and Section 11 - Winter sports (Ski pack)) for any irrecoverable unused travel and accommodation costs (including excursions and other pre-paid charges) which you have paid or are contracted to pay together with any reasonable additional travel expenses, due to any of the following necessary and unavoidable events:*

- *Cancellation of the trip; or*
- *You fully curtail (cut short) your trip before completion or partially curtail (interrupt) your trip for more than 48 hours; or*
- *You have to make an early return home as a result of any of the following events occurring;*

- 1. The death, bodily injury or illness of;*
  - a. You;*

- b. Any person with whom you are travelling or have arranged to travel with;*
- c. A relative of you or any person with whom you are travelling or have arranged to travel with;*
- d. Any person with whom you have arranged to reside temporarily; or*
- e. Your business colleague.”*

In this case the airline cancelled the flight rather than Mr P, so this part of the policy doesn't apply. To be clear, even if Mr P had cancelled his flight he would have only been covered if it was in the circumstances I've quoted above.

AWP went on to consider Mr P's claim under the travel disruption section of the policy. This part of the policy says:

*“What is covered*

*Travel delay*

*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.”*

In the absence of anything to support that Mr P had travelled to the airport and physically checked in at the time his flight was cancelled, I can't say this section of the policy applies either.

I've gone on to consider Mr P's main submission, which is that he relied on information given to him by AWP by telephone when he called up to discuss whether he would be covered for booking a new flight. In particular, Mr P says he was told he would be and that he booked a more expensive flight in reliance of this representation. He also says that if he knew he wouldn't have been covered, he wouldn't have booked a new flight, but instead cancelled his trip altogether because the cost was prohibitive.

I've thought carefully about Mr P's submissions and the evidence he's supplied to support the call was made. AWP say there's no record of them receiving a call from him on the time and date noted at all so there's no call recording available for me to listen to.

Looking at the number Mr P called, I can see this applied to his packaged bank account, under which travel insurance was a benefit. AWP have said that a call concerning a claim for cover should have been passed through to it by the bank, but it doesn't have any evidence of this happening.

I don't doubt that Mr P made a call about his cancelled flight. I think that's most likely given the time and date that call was made and the fact that it was to his packaged bank account provider. But given what AWP have said, I also think it's likely that Mr P didn't discuss his claim with it. And as underwriters of the travel insurance policy, AWP was the only organisation able to make a decision on his claim. I think that what's more likely is that MP spoke about the cancelled flight with his packaged bank account provider directly without AWP being involved.

In the absence of a call recording, I can't comment on what was said. It would however be unusual for any policyholder to be told in advance of submitting a claim that they would definitely be covered for the situation they found themselves in. That said, Mr P might have been given some general guidance about the extent of cover, which he later relied on to book an alternative flight. But that isn't something AWP is responsible for.

If Mr P remains unhappy, he can pursue a complaint against his packaged bank account

provider accordingly.

### **My final decision**

Overall, and for the reasons set out above, I don't uphold Mr P's complaint against AWP P&C SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 13 October 2023.

Lale Hussein-Venn  
**Ombudsman**