

The complaint

Mr and Mrs T are unhappy AWP P&C SA (AWP) declined their travel insurance claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving my reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr and Mrs T submitted a claim for the cost of an additional night's accommodation as their flight was cancelled. AWP declined the claim and said the event that led to the cancellation wasn't covered under their travel policy.
- I've looked at the 'Cancellation and Curtailment' section of Mr and Mrs T's policy. The events listed as providing cover under this section don't apply in Mr and Mrs T's situation for what happened. And the 'Travel Disruption' section of their policy also doesn't apply. There are no sections of the policy that apply in the circumstances of the complaint.
- I understand Mr and Mrs T say AWP informed them they would be covered for the cost of their flights being cancelled. They say they called AWP three times and each time were told they would be covered. I appreciate that it's now disappointing to be told that they don't actually have cover for what happened. But I've also thought about what would have happened had the calls not taken place. The flights were cancelled so it was inevitable for Mr and Mrs T to find alternative accommodation regardless of the calls as their next flight wasn't due for another two days and they had one night of accommodation they needed to find. So looking at it either way, they would not have been covered for what happened for the cost of the accommodation.
- Taking all of this into account, I agree the information given in the calls was incorrect. This was an error on AWP's part, and I realise Mr and Mrs T would have potentially found cheaper accommodation. However, I think £200 compensation recommended by the investigator is fair and reasonable for the failing made by AWP.
- Overall, taking everything into account, I don't think there are any reasonable grounds upon which I could fairly ask AWP to increase the compensation amount.

Putting things right

To resolve the complaint, AWP has accepted the investigator's recommendation to pay Mr and Mrs T £200 compensation. I agree with this for the reasons given above and AWP

should now arrange to settle the complaint and pay £200 compensation to Mr and Mrs T.

My final decision

My final decision is that Mr and Mrs T's complaint should be upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 29 March 2023.

Nimisha Radia
Ombudsman