

## **The complaint**

Mr S complains that AWP P&C S.A. has turned down a travel disruption claim he made on a travel insurance policy.

## **What happened**

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mr S holds travel insurance as a benefit of his packaged bank account.

In February 2024, Mr S was due to fly abroad. He was travelling to the airport by train, but unfortunately, his train journey was significantly delayed due to trespassers on the line. This meant that Mr S missed his flight and lost out on his trip. So he made a travel disruption claim on the policy.

AWP turned down Mr S' claim. It said the circumstances of the claim weren't covered by the travel disruption section of the policy.

Mr S was unhappy with AWP's decision and he asked us to look into his complaint.

Our investigator didn't think AWP had treated Mr S unfairly. He didn't think the claim was covered by the travel disruption section of the policy. Therefore, he thought it had been reasonable for AWP to turn down the claim.

Mr S disagreed. In brief, he said that trespassers were a major obstruction which could cause delays. And delays due to trespassers weren't excluded by the policy terms. He maintained that the claim was due to disruption, which was clearly covered by the policy terms and he said this was why he'd taken out the policy. He felt that the investigator had accepted the insurer's interpretation of the policy terms, which would give it a wide discretion to add exclusions at a later stage which would disadvantage consumers.

The complaint's 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, whilst I'm sorry to disappoint Mr S, I don't think it was unfair for AWP to turn down his claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've taken those rules into account, along with other relevant considerations, such as regulatory principles and guidance, the policy terms and the circumstances, to decide whether I think AWP treated Mr S fairly.

I understand that the situation in which Mr S found himself was completely outside of his

control and I sympathise with his position. However, no insurance policy covers every eventuality and insurers are entitled to decide what level of risk they wish to accept in return for the premium paid for a policy. Therefore, AWP's obligations under its contract with Mr S are limited by the terms, conditions and exclusions which are set out in the policy.

So I've gone on to consider the policy terms and conditions, which form the basis of the contract between Mr S and AWP. Mr S made a travel disruption claim, after he missed his flight and couldn't travel as planned. In my view, the relevant section of the policy is set out on page 23, under 'Missed Departure' and I've listed the insured risks Great Lakes has chosen to cover:

*'The benefit provided below is intended to provide compensation if you do not reach your point of departure until after the latest time permitted by the carrier for check-in or boarding.*

*If you arrive too late (as shown on your ticket or itinerary) to board your pre-booked public transport at any of your trip departure points as a result of:*

- 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;** or*
- 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 many passengers for the seats available and no suitable alternative could be provided to your end destination, either within 12 hours or without additional charge.*

*We will pay you up to £5,000 for:*

*Your reasonable and necessary extra travel (including up to £200 for taxis and hire cars) and accommodation expenses, which are of a similar standard to that of your pre-booked travel and accommodation, to allow you to continue to your trip destination or to return home.'* (My emphasis added).

Mr S was travelling to the airport by train. A train falls within AWP's definition of public transport. However, I think AWP has made it clear that it will only cover missed departure due to the failure of public transport if it fails due to strike, industrial action, adverse weather conditions or direct involvement in an accident.

There's no dispute that Mr S' train was delayed because of trespassers on the line. I don't doubt how frustrating this was for Mr S and that it's clear this caused disruption to his travel plans. But I don't think I could fairly find that trespassers on the line fall within any of the insured risks AWP has chosen to insure. And I don't agree that just because AWP didn't clearly exclude travel disruption due to trespassers on railway lines that this means it's agreed to cover this particular risk. As I've said, I think the policy cover is clear. I note too that page four of the policy terms states:

*'If we do not state that something is covered, you should assume that it is not covered.'*

On that basis, I don't think AWP acted unfairly or unreasonably when it concluded that Mr S' claim wasn't covered by the missed departure section of the policy.

And having considered the rest of the travel disruption cover available under the contract, along with the remainder of the policy terms, I don't think I could fairly or reasonably find that Mr S' claim is covered by any other section of the contract.

So whilst I appreciate Mr S will be disappointed with my decision, I don't find that it was unfair or unreasonable for AWP to turn down his claim.

Mr S has referred to his reasons for taking out this cover. This policy is a benefit of a packaged account Mr S took out through his bank. So if Mr S is unhappy with the way the policy was sold or how the cover was explained at the time of sale, he'd need to complain separately to his bank about that issue.

### **My final decision**

For the reasons I've given above, 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 S to accept or reject my decision before 18 November 2024.

Lisa Barham  
**Ombudsman**