

The complaint

Mr B is unhappy that AWP P&C S.A. didn't fully settle a claim he made on his travel insurance policy.

What happened

Mr B went on a multi destination holiday. During his trip a flight was cancelled, and Mr B was unable to travel to one of the destinations he'd planned to visit. He incurred additional expenses and had to cancel a planned excursion. Mr B claimed on the policy for his unused and additional expenses.

AWP made a settlement of the claim, but they said not all of Mr B's claim was covered. They said there was no cover under the policy for the unused costs and additional accommodation. Mr B complained but AWP maintained their settlement of the claim was fair and in line with the policy terms. Mr B complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mr B's complaint. She thought AWP had acted fairly and in line with the policy terms. Mr B didn't agree and asked an ombudsman to review his complaint. He said that he had cancelled a whole itinerary, not part of one. So, he says, under the terms and conditions he should be covered.

The complaint was 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.

The relevant rules and industry guidelines say that AWP has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy terms and conditions set out the cover in relation to delayed departure or arrival:

1 Delayed departure or arrival

a If the departure of the aircraft, train or sea vessel in which you have arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 8 hours later than the time specified in the travel itinerary, due to strike or industrial action, disruption, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel

The insurer will pay £25 for each complete 8 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100.

b If the departure of the aircraft, train or sea vessel in which you have arranged to travel is delayed for at least 8 hours from the departure time specified in the travel

itinerary due to strike or industrial action, adverse weather conditions or mechanical breakdown of the aircraft, train or sea vessel, and as a direct result, you elect to cancel the whole travel itinerary prior to departure.

The insurer will pay irrecoverable payments and charges made for the travel, accommodation, tours or excursions up to £2,000.

I'm not upholding Mr B's complaint as I think AWP has fairly settled the claim. I say that because:

- AWP made the maximum settlement available under section 1 (a) of cover. I think that was reasonable.
- I think AWP reasonably concluded that the whole travel itinerary had not been cancelled. Mr B was able to complete some, but not all, of the travel plans he made. And Mr B had left the UK and travelled to another country. So, I think it was fair for AWP to conclude the whole travel itinerary wasn't cancelled before departure.
- Mr B says he did cancel a whole itinerary and not part of one. Therefore, he says that section 1 (b) applies. Mr B says the terms don't define 'itinerary' and a trip can include multiple countries and itineraries. He says applying the ordinary meaning of the words of 'itinerary' and 'whole' means his claim should be paid in full. I'm not persuaded by Mr B's representations on these points.
- The definition of 'whole' Mr B has provided refers to 'complete or not divided'. I don't agree Mr B had cancelled a whole itinerary nor do I think he had two separate itineraries as he's suggested. His trip was, in my view, divided into different parts. And only part of it was cancelled. He was able to partake in the other parts of it. Therefore, I've not found his representations to be compelling or persuasive in the circumstances of this case.
- I've thought about whether it would be fair and reasonable to direct AWP to pay the claim outside of the policy terms. I'm not persuaded it is in the circumstances of this complaint. It's for Mr B to ensure that he has the appropriate level of cover for the trip and other policies may have offered him more enhanced cover that was more suitable for a trip of this nature. Unfortunately, his circumstances just aren't covered by this travel insurance policy.
- If Mr B feels that the policy was mis-sold he'll need to refer those concerns to the seller of the policy, which is another business.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 March 2025.

Anna Wilshaw
Ombudsman