

The complaint

Mr M complains about how AWP P&C S.A. handled a claim against a travel insurance policy. Reference to AWP includes its agents.

What happened

Mr M has travel insurance as a benefit of a current account. He booked a trip with his infant son. There were two flights on the outbound journey and the first flight was delayed. Mr M says this caused him to miss his connecting flight and he stayed in a hotel until the airline arranged an alternative flight to his final destination. Mr M says he had to spend money on essential items. He says his baggage was damaged and two mobile phones were stolen from his checked-in baggage.

Mr M made a claim against the policy. AWP settled Mr M's claim for additional travel and accommodation costs (£350), damage to baggage (£250) and essential items (£80). It also paid Mr M compensation of £200 in relation to its handling of his claim. It said in the circumstances here, the policy doesn't cover delay benefit or the theft of valuables in checked-in baggage. Mr M didn't think AWP had acted fairly and pursued his complaint.

One of our Investigators looked at what had happened. In the absence of certain information the Investigator had requested, he initially recommended that AWP settle Mr M's claim for the missed connecting flight. AWP subsequently provided additional information and the Investigator changed his view.

The Investigator didn't recommend the complaint be upheld as he thought the payments AWP had already made in this case were fair and reasonable. He said Mr M hadn't paid for a new connecting flight. The Investigator said he hadn't seen any evidence that the amounts Mr M paid for clothes and other costs were more than the amounts AWP had paid. He said in a claim for baggage, the policy requires a 'Property Irregularity Report' (PIR), a police report and original receipts or proof of purchase. The Investigator said he hadn't seen that evidence, so he didn't think he could reasonably ask AWP to do more than it's already done,

Mr M asked that an Ombudsman consider his complaint, so it 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say AWP should deal with claims promptly and fairly and must act to deliver good outcomes for retail customers.

AWP acknowledges there were initial delays and some confusion in its handling of Mr M's claim. I need to consider whether it has done enough to put matters right and whether it dealt with Mr M's claim in accordance with the policy terms and fairly and reasonably.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how the exclusion applies.

I think AWP was right to consider part of Mr M's claim under the '**Missed departure**' section of the policy. That section covers reasonable and necessary extra travel and accommodation expenses where the insured arrives too late to board pre-booked public transport as a result of certain specified events. Those events include where there's a strike, industrial action, adverse weather conditions, mechanical failure or an accident. There's an exclusion in this part of the policy in relation to any claim where the insured doesn't have written confirmation from the airline setting out the reason for the delay, the scheduled departure time and the actual departure time.

Mr M didn't have written confirmation from the airline about the reason for the delay. AWP decided to waive the requirement and deal with Mr M's claim for additional travel and accommodation expenses. I think that was fair and reasonable.

I don't think AWP acted unfairly or unreasonably in not dealing with Mr M's claim under the '**Travel disruption**' part of the policy. In that section of the policy, benefit is payable when there's delay of 12 hours or more at the point of departure. That's not what happened here.

AWP reimbursed Mr M £80 in relation to essential items. There's no provision for that in the policy. So, AWP paid Mr M more than it was required to pay him.

AWP dealt with Mr M's damaged baggage under '**Section 5 – Baggage and baggage delay**'. That part of the policy provides cover for damaged baggage and there's an exclusion in the policy in relation to baggage damaged whilst in the custody of an airline unless the insured reports the damage immediately and provides a PIR. Mr M didn't provide AWP with a PIR. It nevertheless dealt with the part of Mr M's claim in relation to damaged baggage. I think that was more than AWP was required to do under the terms of the policy.

Mr M says two mobile phones were stolen from his checked-in baggage. I think AWP was entitled to rely on an exclusion in the policy which says it doesn't cover theft of valuables (the definition of which includes mobile phones) left unattended at any time, including in the custody of the airline. So, I don't think AWP acted unfairly or unreasonably in declining this part of Mr M's claim.

The policy says:

'General claims information required

- [...]
- *Original receipts and accounts for all out-of-pocket expenses **you** have to pay*
- *Original bills or invoices **you** are asked to pay.*
- [...]
- *As much evidence as possible to support **your** claim.'*

There's also a general condition which says AWP may not pay a claim if the insured doesn't provide all information it may reasonably require. Mr M couldn't provide original receipts, accounts, bills or invoices for his travel, accommodation and other essential expenses. And based on what I've seen, Mr M didn't provide AWP with any evidence to support what he said about damage to his baggage. AWP did more than it was required to do by settling Mr M's claim without the supporting information required by the policy.

Mr M made his claim via AWP's online portal. AWP has provided a screen shot of the information Mr M provided. He sent evidence about the initial delay, but it wasn't clear what Mr M was claiming. I think it was reasonable for AWP to make further enquiries of Mr M about his claim. However, AWP accepts there was some initial confusion and delay in this case, as it didn't initially establish which parts of the policy were relevant to Mr M's claim.

AWP has paid Mr M compensation of £200 in relation to his distress and inconvenience caused by its handling of his claim. I think that's fair and reasonable in this case. In reaching that view, I've taken into account the nature, extent and duration of Mr M's distress and inconvenience caused by AWP's handling of his claim.

Considering everything, I think AWP has paid Mr M more than it was required to pay under the terms of the policy. There are no grounds on which I can fairly direct AWP to pay Mr M any more in relation to his claim. In addition, I think the compensation of £200 AWP has already paid in relation to its handling of his claim is fair and reasonable.

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 M to accept or reject my decision before 21 May 2025.

Louise Povey
Ombudsman