DRN-5758058

The complaint

Mr and Mrs S complain that AWP P&C S.A. declined their claim against a travel insurance policy. Reference to AWP includes its agents.

What happened

Mr and Mrs S have travel insurance as a benefit of a current account. They planned a family trip with departure and return dates of 8 April 2025 and 23 April 2025 respectively.

Mr and Mrs S say while they were at the check-in gate, they saw an e-mail from the airline about a change of airport at their destination. The e-mail said the airline may need to land at an airport I'll refer to as 'M' because of capacity issues at their intended destination airport, which I'll refer to as 'O'. The airline said if the flight lands at M, it will arrange transport to O.

Mr and Mrs S say at check-in, there was a problem with the visa for one of their family members. They rescheduled their flights to O, with new departure and return dates of 11 April 2025 and 26 April 2025 respectively. Mr and Mrs S say they decided to reschedule the flights because of both the problem with the visa and the change in airport, but the latter was the overriding reason for their decision.

Mr and Mrs S made a claim against the policy in relation to additional costs for flights, car hire, car valet and accommodation. AWP declined Mr and Mrs S' claim. It said the reason for the initial change in flight dates was in relation to visa issues, which isn't covered by the policy. Mr and Mrs S disputed that. In its final response to Mr and Mrs S, AWP acknowledged the visa issue was resolved before departure of the original flight, but maintained its decision to decline the claim because the initial reason for rescheduling the flights related to a visa issue. AWP said the policy doesn't cover what happened here.

Mr and Mrs S say flying to M would have involved more than a five hour drive to their destination. That wasn't acceptable to them as one of their family members has a disability which means predictable travel arrangements are crucial for wellbeing. Mr and Mrs S say the visa issue for one of their family members was resolved before the departure of their original flight. Mr and Mrs S want AWP to settle their claim.

One of our Investigators looked at what had happened. She didn't recommend Mr and Mrs S' complaint be upheld. In summary, she said the policy doesn't cover what happened here.

Mr and Mrs S didn't agree with the Investigator. They say AWP's original reason for declining their claim was incorrect, as they resolved the visa issue at the airport. Mr and Mrs S say there was a material alteration to their contract with the airline which made the flight unviable in their particular circumstances. They say the policy doesn't address cover when there's a change of airport. Mr and Mrs S say they took proportionate steps to mitigate their loss and didn't abandon the trip.

Mr and Mrs S say the diversion of the flight disproportionately affected their disabled family member and their decision to reschedule the flights was essential. They say there are implications under the Equality Act 2010 in how the policy responds to people with additional needs. They say a reasonable adjustment would be to consider what happened here as effective or constructive cancellation.

The Investigator considered what Mr and Mrs S said but didn't change her view.
Mr and Mrs S asked that an Ombudsman consider their 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 summarised this complaint and what's been said in far less detail than Mr and Mrs S. I don't respond to every single point made. No discourtesy is intended by that. Instead, I've focussed on what I think are the key issues here. The rules governing our service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to fulfil my statutory remit.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say AWP has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint and I'll explain why.

- Travel insurance isn'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. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on which they're willing to do so.
- The policy in this case says:

  '***Important information***
  About your policy
  […]
  Remember, no policy covers everything.
  […]
  *If **we** do not state that something is covered, **you** should assume that it is not covered. […]'*

  I don't think it's unreasonable for an insurer to include the above in its terms and conditions.

- 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 accept what Mr and Mrs S say in relation to the reasons they rescheduled their flights: they say it was because of both the visa issue and the change in destination airport. I've considered whether either of those events are covered in the policy.

- There's no cover in the policy for rescheduling a flight because of visa issues. And the '***Travel disruption'*** provisions in the policy don't cover what happened here. Mr and Mrs S' flight wasn't delayed and, based on what I've seen, the flight was diverted or redirected before take-off, not after. So AWP's decision to decline Mr and Mrs S' claim was in accordance with the terms and conditions of the policy.

- I've gone on to consider whether it would be fair and reasonable to direct AWP to deal with Mr and Mrs S' claim in any event. I don't think it would. The travel disruption provisions don't cover claims where a flight is diverted or re-directed before take-off. And I don't agree what happened here is effective or constructive cancellation. That's because Mr and Mrs S didn't cancel their trip, they rearranged it.

- Mr and Mrs S say a reasonable adjustment under the Equality Act 2010 would be for AWP to proceed on the basis that what happened here was effectively cancellation of their trip. I don't have the power to make a finding on whether AWP has breached the Equality Act 2010 – only a court can do that. However, I've taken the Act into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable.

- I've thought about whether it would be fair and reasonable to direct AWP to settle Mr and Mrs S' claim because, if they had cancelled their trip, a successful claim for cancellation would have been for more than the claim they actually made. But what happened here isn't covered by the cancellation provisions in the policy. The policy covers cancellation of a trip for certain, specified reasons which are commonly found in policies like this and which aren't relevant here. So considering Mr and Mrs S' claim against the cancellation provisions of the policy doesn't assist them.

- I have considerable sympathy for the situation Mr and Mrs S found themselves in. I accept what they say about the importance of predictable travel arrangements in their particular circumstances. But that doesn't mean AWP acted unfairly or unreasonably in declining their claim, as the circumstances simply aren't covered by the policy terms. As it was the airline who changed the destination airport it's open to Mr and Mrs S to get in touch with the Civil Aviation Authority, if they wish to do so.

- I think Mr and Mrs S maintained throughout their claim and their correspondence that they rescheduled their flights because of both the visa issue and the change in destination airport. I don't think AWP's initial decision to decline the claim covered both those scenarios. But I don't think that alters the outcome here. In either case, what happened here isn't covered by the policy. And for the reasons I've explained, I don't think AWP acted unfairly or unreasonably in this case.

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 Mrs S and Mr S to accept or reject my decision before 6 October 2025.
Louise Povey
Ombudsman