

The complaint

Mr and Mrs K have complained that AWP P&C S.A. has declined a claim they made on a travel insurance policy.

As it is Mr K leading on the complaint, I will mostly just be referring to him in this decision.

What happened

Mr and Mrs K were on a trip abroad in March 2025 when they missed their return flight. They had reached the airport in good time. However, getting through security had proved stressful for Mr K, particularly in light of a newly diagnosed medical condition. He took a rest following that experience and they then had trouble finding passport control due to the layout of the airport. Upon arriving at their gate 20 minutes before departure, they found that it had already closed. They managed to arrange another flight home the same day and then made a claim on the policy.

In response to the complaint, AWP maintained its declination of the claim. However, it offered £75 compensation in acknowledgement that they hadn't responded to Mr K's request for a call back.

Our investigator thought that AWP had acted reasonably and in line with the policy terms and conditions. Mr K disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on AWP by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for AWP to handle claims promptly and fairly, and to not unreasonably decline a claim.

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 test then is whether the claim falls under one of the agreed areas of cover within the policy.

So, I've considered the terms of the policy held, as this forms the basis of contract between the parties. There are a number of terms within the policy which I consider relevant to the complaint.

Looking firstly at the 'Missed Departure' section of the policy, it states:

'Section 9 – Missed Departure

What you are covered for

We will pay up to £1,000 for reasonable additional accommodation and travel expenses to get you to:

- *Your trip destination on any part of an outward journey during your trip; or*
- *Return you to your home on your return journey*

If you fail to arrive at your departure point in time to board your pre-booked aircraft, ship or train as a result of:

- a) *The scheduled public transport or connecting scheduled flight on which you are travelling to your point of departure not running to timetable; or*
- b) *The private car in which you are travelling being involved in an accident or breaking down.'*

The definition of 'departure point' is:

'The airport, coach or train station, or port where:

- *the outward journey of your trip begins;*
- *your return journey back home begins; and*
- *any pre-booked connecting transport during your trip leaves from.'*

It's clear from the above wording that the Missed Departure section of the policy is intended to provide cover where someone has encountered problems with transportation getting them to the airport.

The circumstance Mr K experienced does not form part of the list of insured perils and therefore is not covered under the policy.

Mr K says the claim arose as a result of a medical issue and that AWP has taken a narrow view of it by treating it simply as a missed flight. Looking at the Emergency Medical section, the policy terms state:

'Section 3 – Emergency Medical and Associated Expenses

What you are covered for

Transport and accommodation

- *Additional travel and accommodation expenses:*
 - a) *To get you to or from hospital, where such expenses relate to your in-patient admission or discharge, or attending for appointments;*
 - b) *Needed to return you to your home area on the advice of our medical adviser;*
 - c) *That you have to pay to get home following emergency medical treatment and where you cannot use your return ticket;*
 - d) *For one person, who is resident in your home area, to travel to, remain with or escort you back to your home area on the advice of our medical adviser;*
- *Additional travel and accommodation costs of a similar standard to the accommodation you had booked for your trip if it is medically necessary for you to stay after the date you were booked to return home;'*

Again, the circumstance experienced by Mr K doesn't form part of the list of covered events. I've also looked at the remainder of the policy wording to see if there are any other sections under which Mr K's claim could be considered. But the circumstances he found himself in don't fall within any of the other sections of cover provided. Based on the available evidence, I'm satisfied that Mr K's claim isn't covered under the policy terms and conditions. And there are no reasonable grounds for me to ask AWP to act outside of the policy terms to cover the claim.

On the matter of customer service, I'm satisfied that £75 is reasonable and proportionate compensation for failing to make the call back. Mr K should contact AWP to provide his bank details if he now wishes to accept this offer.

I am very sympathetic to Mr and Mrs K's situation. They took sensible steps to prioritise his health on the day and they couldn't have anticipated that they'd have difficulty navigating their way around the airport. However, the matter at hand is whether or not AWP has done anything wrong – and I'm unable to conclude that it has. AWP has acted reasonably in declining the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 22 October 2025.

Carole Clark
Ombudsman