

The complaint

Mr A complains about the amount AWP P&C S.A. (AWP) has paid to settle the claim he made under his travel insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In January 2025 Mr A's suitcase was damaged whilst in the care of an airline. He also discovered a number of items were missing and so he submitted a claim under his travel insurance policy provided by AWP. AWP initially paid Mr A a settlement for his damaged suitcase, but later paid Mr A around £600 for items which had gone missing. However, it said there was no cover for valuables lost whilst in the care of the airline. Mr A didn't think this was reasonable and so raised a complaint.

On 26 March 2025 AWP issued Mr A with a final response to his complaint. It said his policy doesn't provide cover for valuables which are left unattended or in the care of a carrier. And as Mr A's valuables were in the care of the carrier when they went missing, they weren't covered. Mr A didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. She said she didn't think the exclusion AWP had relied on to decline Mr A's claim included valuables left in the care of airlines and so it was unreasonable for AWP to rely on it. She said AWP should re-consider Mr A's claim for valuables in line with the terms of the policy and pay Mr A £100 compensation for declining his claim unfairly.

AWP didn't agree with our investigator. It said the policy specifically excludes claims for valuables which are left unattended, and this includes whilst in the care of a carrier.

I issued a provisional decision about this complaint and I said:

'The relevant rules and industry guidelines explain AWP shouldn't unreasonably reject a claim.'

The terms of Mr A's policy explain AWP provide cover if his baggage, which includes valuables, are lost, stolen or damaged. However, this section of the policy includes a number of exclusions. One of these exclusions states:

'What is not covered:

Any loss, theft of or damage to valuables left unattended at any time (including in a vehicle or the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.'

I think this exclusion is clear valuables lost, damaged or stolen whilst in the custody of a carrier aren't covered by the policy. Whilst the policy doesn't specifically define 'carrier', I'm satisfied it's generally accepted an airline would be considered a carrier.'

There is another exclusion in this section of the policy which explains there is no cover for loss, theft or damage of baggage whilst in the custody of an airline or other carrier unless it's reported immediately and a Property Irregularity Report is obtained. Whilst I acknowledge this exclusion specifically refers to airlines, I don't think that means references to carriers elsewhere in the policy doesn't include airlines. So, I'm satisfied valuables left in the custody of an airline wouldn't be covered under Mr A's policy.

I've considered the items Mr A has claimed for which AWP have declined to cover, and I'm satisfied these items would fall under the policy definition of valuables. So, as Mr A's valuables were lost whilst in the custody of a carrier, I'm satisfied it was reasonable for AWP to rely on the policy exclusion it has done to decline Mr A's claim.

I know this will be disappointing for Mr A, but I don't require AWP to take further action in relation to his claim.'

Mr A didn't provide any further comments or evidence for me to consider. AWP accepted the provisional 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.

As neither party has given me anything further to think about, I see no reason to reach a different outcome to the one I reached previously. So, I don't uphold Mr A's complaint for the reasons I set out in my provisional decision.

My final decision

For the reasons I've outlined above, I don't uphold Mr A's complaint about AWP P&C S. A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 November 2025.

Andrew Clarke
Ombudsman