

## The complaint

Mr A has complained that AWP P&C S.A. declined a travel insurance claim.

## What happened

The background to this complaint is well known to the parties so I won't set out the details in full. In summary Mr A flew to Europe from the UK on 7 March 2025 and was due to fly home on 10 March 2025. On 8 March 2025 the airline notified Mr A that his flight home had been cancelled. Due to industrial action across that country, there were no return flights until 11 March 2025. Mr A needed to be back in the UK by 11 March 2025 as he had a work commitment, so he took a train to a neighbouring country and flew home from there.

He claimed for the additional costs he incurred to get home which included train, flight and accommodation. AWP said that his claim wasn't covered by the policy terms. Unhappy, Mr A referred his complaint to this Service.

Our investigator recommended that it be upheld. They felt that Mr A's claim should be considered under 'delayed departure' and that he should receive benefit under that section of the policy.

Mr A accepted this, but AWP appealed. It said that the delayed departure section didn't apply as Mr A's flight was cancelled two days in advance so the flight wasn't delayed at the departure point as required by the policy terms.

As no agreement was reached the matter was passed to me to determine. I issued a provisional decision saying as follows:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and although I'm sorry to disappoint Mr A, I don't think that AWP treated him unfairly. I'll explain why.*

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And they mustn't turn down claims unreasonably. So I've considered, amongst other things the terms of his policy and the circumstances of Mr A's claim to decide whether I think AWP treated him fairly.*

*The policy terms state under section 9 – delayed departure that Mr A is covered for:*

*Compensation if the flight, international train, or sea vessel you are booked on is delayed at its departure point from the time showing in your travel itinerary (plans) because of:*

- *a serious fire, storm or flood damage to the departure point;*
- *industrial action;*
- *bad weather;*

- *mechanical breakdown of the international train or sea vessel; or*
- *the grounding of the aircraft due to a mechanical or a structural defect.*
- *Industrial action*

*We will pay... £50 after each full 12 hours of delay up to £200 in total.*

*There is no dispute that industrial action meant that Mr A's flight was cancelled, but it wasn't delayed at its departure point (the airport); rather was cancelled two days prior.*

*For completeness this policy section also has abandonment cover – but there is no evidence that this upgrade was purchased. In any event it wouldn't apply to this claim as it covers abandonment after delay before the policyholder leaves their home country. Likewise if purchased, cancellation cover wouldn't apply here – as it ends when the policyholder's trip begins.*

*I can see that Mr A incurred expenses when he found an alternative way to get home due to industrial action in the country he was booked to fly from. But not all eventualities are covered by his policy, and I don't find it was unreasonable for AWP to conclude that the delayed departure section didn't provide cover in Mr A's circumstances. Typically, in circumstances such as this the responsibility for providing alternative travel options and/or compensation lies with the airline or holiday provider.*

*I note that in assessing Mr A's claim AWP also considered other sections of the policy to see if cover was available. I think this was fair.*

*I recognise that my provisional decision will bring Mr A disappointing news but as I don't find that AWP unfairly declined Mr A's claim, there is no basis on which I could require it to make a payment to him.*

So I explained that I wasn't minded to uphold the complaint. I gave the parties the opportunity to provide any further comments or evidence for me to consider but said that unless the information changed my mind, my final decision was likely to be along the lines of my provisional decision.

AWP accepted my provisional decision and made no additional comments. Mr A didn't respond.

### **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.

Having done so, and as there have been no further comments or evidence for me to consider nothing persuades me to change my provisional decision. I adopt the findings set out above here.

### **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 A to accept or reject my decision before 15 January 2026.

Lindsey Woloski  
**Ombudsman**