

## The complaint

Miss T complains that AWP P&C S.A. declined her travel insurance claim.

My references to AWP include its agents.

## What happened

Miss T has travel insurance through a bank account, insured by AWP. While on holiday abroad she pre-booked a speedboat to take her from an island to the mainland which would have given her plenty of time to transfer to the airport to check in for her scheduled flight home. Due to an error by ferry staff Miss T was put on the slow ferry which arrived 90 minutes later than the speedboat which meant she arrived too late to check in for her flight. Miss T had to buy a new flight home for later the same day and she claimed for the cost on the policy.

AWP said the policy didn't provide cover for missed departure in these circumstances.

Miss T complained to us that AWP's decision was unfair. She wants her claim paid.

Our Investigator said AWP should fairly and reasonably pay the claim in Miss T's particular circumstances.

AWP disagreed and wanted an Ombudsman's decision.

## What I provisionally decided – and why

I made a provisional decision explaining I was intending to uphold this complaint but for different reasons than our Investigator gave. I said:

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

Under the 'Missed Departure' section the policy says:

*'What you are covered for*

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

*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...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;*

Miss T provided a letter from the managing director of the ferry company explaining what happened. The main points from the letter are:

- Miss T had booked the speedboat which departed at 2.30pm and would have got her to the mainland at 3.30pm.
- The ferry staff were at fault in putting Miss T on the slow ferry which departed at the same time as the speedboat but took *'approx. 2 hours while the speedboat takes only 1 hour'*.
- The slow ferry Miss T was on arrived on the mainland at 5pm, one and a half hours later than the speedboat Miss T had booked.

From the evidence of the ferry company the slow ferry Miss T was on departed at 2.30pm and should have taken about two hours, so should have arrived at the mainland at 4.30pm. The letter from the ferry company says the slow ferry didn't actually arrive until 5pm.

As the letter from the ferry company says the slow ferry should have taken *'approx. 2 hours'* I've looked at the ferry timetable for the journey on 29 March, the date of Miss T's journey, but for 2026 as the March 2025 timetable isn't available. There are two boats leaving at 2.30pm, one boat is scheduled to arrive at the mainland at 3.30pm and the other boat is scheduled to arrive two hours later at 4.30pm. Given the evidence from the ferry company I'm satisfied that the slow ferry Miss T was actually on was scheduled to arrive at the mainland at 4.30pm. So the slow ferry she was on didn't run to timetable, it was 30 minutes late.

Miss T says the transfer journey to the airport took one hour. If the slow ferry Miss T was on had run to time, and arrived at 4.30pm, she would have been at the airport at 5.30pm which would have been in time to check in for her scheduled flight which closed at 6pm. So I think the circumstances of Miss T's missed departure were covered by the policy terms – the ferry she was on didn't run to timetable and as a result she wasn't able to arrive at the airport in time to board her pre-booked flight.

Our Investigator considered the complaint should be upheld on a fair and reasonable basis. Miss T bought and presented to the ferry staff a ticket for the speedboat which arrived at 3.30pm giving her plenty of time to get to the airport for check in. Due to the ferry staff's error she was put on the slow ferry which didn't run to the timetable of the speedboat ticket she'd bought and presented to the ferry staff for boarding which led to her missing her flight. Even if I didn't think the claim was covered by a strict interpretation of the policy terms then in these very particular circumstances I think it would have been fair and reasonable for AWP to have paid the claim.

The policy does exclude additional costs *'which are recoverable from anywhere else'*. We asked Miss T if she had tried to recover the cost of the new flight from the ferry company. Miss T told us they refused, told her to claim on her insurance and she 'struggled' even to get a letter from them explaining the situation. I've no reason to doubt what Miss T says and I think it's very unlikely she'd be able to recover the cost from the ferry company.

Overall I think AWP unreasonably declined the claim. It must pay the cost of Miss T's new flight plus interest as I've detailed below'.

## **Responses to my provisional decision**

Miss T accepted my provisional decision but AWP didn't accept. In summary it said:

- The difference between a speedboat and a ferry is not insignificant. Miss T should have been aware of the mode of transport she was boarding regardless of whether someone had directed her to board the ferry.
- My provisional decision highlights the letter from the ferry company stated the journey on the slow ferry takes '*approx. 2 hours*'. As the ferry arrived at 5pm rather than 4.30pm I'd said it wasn't running to timetable but the ferry company didn't state that in their letter, they gave the time as being approximate. The policy requires '*a letter from the public transport provider (if this applies) confirming that the service did not run on time*' and the letter didn't provide that confirmation.
- Miss T didn't book herself onto the slow ferry to make the journey which confirms she didn't think it would allow sufficient time to make her flight.
- The claim wasn't as a result of a covered reason in the policy and declined correctly.

### **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.

AWP's response to my provisional decision hasn't changed my mind and I uphold this complaint. I'll explain why.

AWP hasn't provided me with any evidence about what the relevant speedboat and ferry looked like to support its point that the two were so different it would have been reasonable for Miss T to query the boat she was shown to by the ferry staff. I've looked at the ferry company's website for information and the speedboat it shows isn't a small boat, it's of a considerable size and could be said to have a ferry like structure. I'm not persuaded by AWP's comparison of Miss T's situation with someone who had booked a taxi but boarded a coach without question, that's not an accurate or fair comparison. I'm satisfied Miss T acted reasonably in boarding the boat the ferry staff told her to board when she showed them her boarding ticket.

The reason I looked at the ferry timetable was to see if the ferry company's '*approx. 2 hrs*' for the slow ferry meant the ferry was timetabled to take longer than two hours. I've set out in my provisional decision why, having seen the timetable information and evidence from the ferry company, I was satisfied that the slow ferry Miss T was actually on was scheduled to arrive at the mainland at 4.30pm so didn't run to timetable and was 30 minutes late. AWP hasn't provided any timetable or other information to show me the slow ferry did arrive at the scheduled time. I'm satisfied the ferry company's letter is sufficient evidence the slow ferry Miss T was on didn't run on time.

AWP makes the point that Miss T didn't book herself onto the slow ferry to make the journey as she didn't think it gave her sufficient time to make her connecting flight. Miss T says the transfer journey to the airport took one hour and AWP hasn't provided any contrary evidence. If the slow ferry Miss T was on had run to time she would have been at the airport at 5.30pm, in time to check in for her scheduled flight which closed at 6pm. She wouldn't have had as much time to get to the airport as she would have done if the ferry staff had put her on the correct boat, but on the evidence I have she would have had enough time to get her flight.

Overall I find that the circumstances of Miss T's missed departure were covered by the policy terms – the ferry she was on didn't run to timetable and as a result she wasn't able to arrive at the airport in time to board her pre-booked flight.

I also explained in my provisional decision that, even if I didn't think the claim was covered by a strict interpretation of the policy terms, in these very particular circumstances I think it would have been fair and reasonable for AWP to have paid the claim. AWP hasn't given any new evidence that changes my mind about that.

For the reasons I've given in my provisional findings and these findings I'm satisfied AWP unreasonably declined the claim. It must pay the cost of Miss T's new flight plus interest as I've detailed below.

### **My final decision**

I uphold this complaint and require AWP P&C S.A. to pay Miss T's claim plus interest\* at 8% simple per year from the date of claim to the date of settlement.

\*If AWP P&C S.A. considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Miss T how much it's taken off. It should also give Miss T a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 12 February 2026.

Nicola Sisk  
**Ombudsman**