

The complaint

Mr L complains that AWP P&C S.A. declined his travel insurance claim. My references to AWP include its agents.

What happened

Mr L had travel insurance, insured by AWP. He missed his booked flight abroad due to a fire in a lounge at the UK airport where he was waiting. Mr L says he arrived at the airport in good time, his baggage was checked in around 4am but due to the incident he was unable to pass through security until 5:50am and the gate for his flight had already closed.

There was no available alternative flight from the same airport that day so Mr L travelled to another UK airport and bought a new flight abroad so he could still go on his trip. He claimed on his travel insurance for his additional and lost costs due to the incident.

AWP declined the claim. It said the circumstances of the claim weren't covered by the policy terms under the 'Travel delay and missed departure' section.

Mr L complained to us that AWP was unfair not to pay his claim. In summary he said:

- AWP's interpretation of the policy is overly restrictive and doesn't reflect a policyholder's reasonable expectation.
- The costs he claimed were a direct and unavoidable result of the unforeseen airport disruption that was entirely outside his control.
- The airport where the fire occurred and the original airline don't accept responsibility for this incident and referred him to his travel insurer. AWP's decision means he's left without redress despite having taken out insurance to protect against unexpected disruption causing financial loss.

Our Investigator said AWP had reasonably declined the claim.

Mr L disagrees and wants an Ombudsman's decision. He emphasised that he and other consumers expect genuinely unavoidable and exceptional events will be treated reasonably by insurers, even if the events that occur aren't individually listed in the policy.

Our Investigator didn't change her recommendation so the complaint has been referred 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Mr L but I'm satisfied that AWP reasonably declined the claim. I'll explain why.

The 'Travel delay & missed departure' policy section says:

'If your or a travelling companion's trip is delayed for one of the covered reasons listed below, we will reimburse you for the following expenses, less available refunds, up to the maximum benefit for 'Travel Delay & Missed Departure' shown in the 'Cover Summary':

1. Your lost prepaid trip expenses and additional expenses you incur while and where you are delayed for meals, accommodation, communication and transportation. The delay must be for a minimum delay of 12 full hours and a maximum daily limit also applies as shown in the 'Cover Summary'.

2. If the delay causes you to miss the departure of your cruise or tour, necessary transportation expenses to either help you rejoin your cruise/tour or reach your destination.

3. If the delay causes you to miss the departure of your flight or train due to a local public transportation delay on your way to the departure airport or train station, necessary transportation expenses to either help you reach your destination or return home.

The delay must be due to one of the following covered reasons.

Covered reasons:

1. A travel carrier delay (this does not include a travel carrier's cancellation prior to your departure date).

2. A strike, unless threatened or announced prior to date of booking your trip or this policy was purchased, whichever is the later.

3. Quarantine during your trip due to having been exposed to:

a. A contagious disease other than an epidemic or pandemic; or

b. An epidemic or pandemic (such as COVID-19), but only when the following conditions are met....

4. A natural disaster.

5. Lost or stolen travel documents.

6. Hijacking, except when it is a terrorist event.

7. Civil disorder, unless it rises to the level of political risk.

8. A traffic accident.

9. A travel carrier denies you or a travelling companion boarding based on a suspicion that you or a travelling companion has a contagious medical condition...'

The policy defines natural disaster as *'A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: avalanche, earthquake, fire, flood, hurricane or volcanic eruption'.*

Mr L's situation - he was at the airport but missed his flight due to a fire in the airport's lounge - isn't one of the insured events under the 'Travel delay & missed departure' policy section.

I've also looked at the policy terms under the 'Trip cancellation' policy section but the claim circumstances aren't covered by that section.

I'm satisfied AWP correctly said the circumstances of Mr L's claim aren't covered by the policy terms and AWP correctly declined the claim in line with those terms.

Mr L appears to accept the policy terms don't cover his claim but he feels very strongly that AWP's claim decline doesn't meet his reasonable expectation of what travel insurance is designed to cover. I've also considered what's fair and reasonable in all the circumstances of the complaint.

I appreciate that the event which caused Mr L's claim was unforeseen, unavoidable and completely out of his control. But that doesn't mean AWP has to pay or cover his claim. Travel insurance doesn't cover every scenario a consumer will face. It's for insurers to decide what risks they want to insure, and the risks AWP wants to insure for missed departure, delay and cancellation are set out in this policy and clearly don't include the cause of Mr L's claim.

Mr L says the airport and airline didn't accept responsibility and referred him to his travel insurer. But that also doesn't mean AWP has to accept the claim. In my experience it would be unusual for a travel insurance policy to cover Mr L's claim circumstances.

I'm sympathetic to the situation Mr L found himself in, but overall I'm satisfied AWP fairly and reasonably declined the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 29 April 2026.

Nicola Sisk
Ombudsman