

## **The complaint**

Mrs C is unhappy that AWP P&C SA declined a claim she made on her travel insurance policy.

## **What happened**

Mrs C was abroad. Her return flight to the UK was cancelled as a result of a widespread air traffic control failure. She returned four days later than planned. She claimed on the policy which has a travel delay benefit.

AWP declined the claim as they said the circumstances weren't covered by the policy. They directed Mrs C to her airline and the relevant regulator. Mrs C complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold Mrs C's complaint. She didn't think the circumstances were covered by the policy. She also highlighted a general exclusion for cyber risks, including the failure of a computer system.

Mrs C didn't agree and asked an ombudsman to review her complaint. She said felt sorry for thousands of others who were in the same position due to no fault of their own. So, the complaint was referred to me to make 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.

The relevant rules and industry guidelines say that AWP has a responsibility to handle claims promptly and fairly. And, they shouldn't reject a claim unreasonably.

The policy terms and conditions say there is no cover for cyber risks. That's defined as:

- Any unauthorised, malicious or illegal act (or the threat of such an act), involving access to or the processing, use or operation of any computer system;
- Any error or omission involving access to or the processing, use, or operation of any computer system
- Any partial or total unavailability or failure to access, process, use or operate any computer system; or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount relating to the value of such data.

I'm not upholding Mrs C's complaint because:

- Although I empathise with Mrs C, travel insurance isn't designed to cover every

eventuality. The policy sets out which risks are, and aren't, covered.

- The circumstances of Mrs C's claim are not covered under the travel disruption section of cover of the policy. Disruption due to air traffic control failure isn't a specified risk.
- In any event there is also a general exclusion in the policy. It says that there is no cover for cyber risks of any kind. I think the failure of the air traffic control system can reasonably be considered to fall within this definition as there was a technical problem with the flight planning system used by the company that provides air traffic control service in the UK. So, this further persuades me that it's not fair and reasonable to direct AWP to pay the claim.
- I don't think there is any reason to depart from the policy terms in the circumstances of this case. Lots of travel insurance policies contain similar exclusions. So, I don't think it's fair and reasonable to uphold this complaint.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 8 April 2024.

Anna Wilshaw  
**Ombudsman**