

The complaint

Mr B complains that AWP P&C S.A unfairly declined his travel insurance claim and provided poor customer service.

All references to AWP P&C S.A include the agents they have appointed to handle claims on their behalf.

What happened

In April 2024, Mr B was denied boarding when he tried to fly to Vietnam from a UK airport as he was told he didn't have the correct visa. He disagreed this was the case, but the airline's position remained the same and he wasn't allowed to travel. He therefore made a claim on his travel insurance policy to try and recover the cost of his missed holiday.

AWP declined the claim as they said no cover was provided for the circumstances Mr B unfortunately found himself in. However, they did pay him £75 compensation to recognise the difficulties he experienced logging his claim and the poor customer service he received when he was first told his claim wasn't covered.

Mr B then referred his complaint to our service. He said it wasn't fair his claim was declined as he was forced to abandon his holiday through no fault of his own, and it should have been covered under the missed/ delayed departure sections of the policy.

The investigator agreed with AWP that the claim wasn't covered, but only referred to the cancellation section of the policy and suggested to Mr B that he should make a complaint to the airline. She also said the £75 compensation was a fair amount to acknowledge the poor customer service AWP provided.

Mr B then requested a decision as he said the investigator's outcome was unfair and he didn't receive any form of explanation from AWP.

Provisional decision

In November 2024, I issued a provisional decision. I've copied my findings below.

In reaching this decision, I've only considered the way AWP handled Mr B's claim. So, while I know he feels strongly that the airline acted unreasonably and should have let him travel, that isn't something I've investigated. I do, however, appreciate the difficult and upsetting situation the denied boarding left him in.

The relevant rules and industry guidelines say insurers have a responsibility to handle claims promptly and fairly. And they shouldn't unreasonably reject a claim. So, I've taken this into consideration when reviewing AWP's actions.

No travel insurance policy covers every eventuality. The level of cover and insured events are set out in the policy terms, conditions, and exclusions. It's also important to note that

each insurer is allowed to decide what they'd like to cover in exchange for the policy premium.

Mr B believes his claim should be settled under the missed/delayed departure sections of the policy terms which start on page 35, so I've carefully considered these sections first. The specific policy wording Mr B has highlighted says cover is provided:

"If you fail to arrive at your departure point in time to board your pre-booked aircraft, ship, or train 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.."

I respectfully disagree with Mr B that the above clause is ambiguous, or that you can stretch the meaning of "not running to timetable" to include being denied boarding by an airline. Mr B didn't fail to arrive at his departure point in time, and as far as I'm aware, his flight ran to timetable as it wasn't cancelled or delayed. This means, I don't think AWP did anything wrong by concluding this clause doesn't reasonably apply to Mr B's claim. I'm also satisfied having reviewed all of the remaining terms in the missed/delayed departure sections of the policy, they don't include cover for the circumstances surrounding Mr B's claim.

I've next considered the cancellation section of the policy which starts on page 24. This explains AWP will provide cover if you cancel your trip due to a specified reason such as serious injury or ill health. Having carefully considered each of the reasons, I'm satisfied none of them include being denied boarding due to a visa dispute.

I also note that under the "What you are not covered for" part of this section, it says no cover is provided for: "Any claim arising from you or a travelling companion not having the correct passport or visa..." or "Any claim resulting from your transport provider or their agents refusing to allow you to travel for any reason, other than those shown as being covered".

I don't find these exclusions unusual as from my experience, many travel insurance policies include wording of a similar nature. I'm aware Mr B has said he didn't require a visa and he shouldn't have been denied boarding. However, it's clear the claim arose due to a visa dispute and the airline's decision not to allow him to travel. In any event, having carefully considered each section of the policy terms, I'm satisfied his claim isn't covered under any part of it.

I was glad to see that AWP have acknowledged the difficulties Mr B experienced logging his claim, and the abrupt way he was verbally informed his claim wasn't covered. It's clear this caused Mr B to experience distress and inconvenience at an already difficult time. Having carefully considered the impact of these issues, I'm satisfied the £75 compensation AWP paid Mr B was a fair way of reflecting this and trying to put things right. So, I see no grounds for directing them to increase this compensation amount.

I'm aware Mr B feels AWP should have done more to explain the outcome of his claim and complaint, however, I can see they complied with their regulatory obligations by sending him a clear and detailed final response within the required eight-week timescale. As mentioned above, they've also apologised for their initial abrupt response and paid him compensation for this. This means, while I appreciate Mr B was understandably disappointed by the outcome and would have preferred more explanation, I'm satisfied AWP did what I would reasonably expect.

I empathise with Mr B, but having carefully considered all of the circumstances, customer service and policy terms, I'm satisfied AWP didn't unreasonably reject his claim and they don't need to do anything more.

Responses to my provisional decision

Mr B responded to my provisional decision and in summary said:

- He was denied boarding unfairly and the Civil Aviation Authority agree. He also provided correspondence to support this conclusion and asked if our service could investigate a complaint about the airline.
- His claim should be settled under section nine which he feels has been written in an ambiguous manner. He's aware the terms include a sentence which starts "*If you fail to arrive at your departure point.*", but he feels this only relates to the second part of the wording due to the use of a capital I. And in any event, he feels this sentence is irrelevant as he was at his departure point and ready to travel.
- His claim should be settled under section ten, as he was forced to abandon his holiday due to no fault of his own. None of the exclusions in either section nine or ten reasonably apply, however, he's aware of the requirement to pay a £75 excess.
- He didn't receive a response to his complaint or a reply to any of his complaint correspondence.

AWP didn't provide a response.

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.

I'm sorry to disappoint Mr B, but after carefully considering his comments, my findings remain the same and I don't uphold this complaint.

I've no reason to doubt Mr B's comments about the reasons he was denied boarding, but as mentioned previously, I'm unable to investigate that issue as part of this complaint. I can also confirm that complaints about airlines fall outside of our service's jurisdiction.

I don't agree AWP should have reasonably settled the claim under sections nine and ten, as those sections specifically refer to delayed and missed departures - not denied boarding. I've previously quoted part of section nine, so for completeness, the relevant part of section ten says AWP will cover the costs:

"That you have paid or legally have to pay if you choose to abandon your trip because your pre-booked aircraft, ship or train is delayed beyond the time shown on your travel itinerary at the point of departure by more than..."

I appreciate the reasons Mr B describes his holiday as abandoned, but as his flight wasn't delayed, and this is a key aspect of the above, I'm satisfied his claim isn't covered under this section of the policy.

I also disagree that the terms are ambiguous or that they should be open to interpretation due to the use of punctuation. I'm satisfied the policy terms are suitably clear, and while I have only quoted parts of the relevant terms for ease of reading, I'm satisfied the entirety of each section needs to be considered. As Mr B has specifically questioned the punctuation used in section nine, I've set out all of the "*What you are covered for*" section below.

“Section 9 – Missed Departure

What you are covered for

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

- your trip destination on any part of an outward journey during your trip; or*
- 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, ship, or train 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; or*
- b. the private car in which you are travelling being involved in an accident or breaking down.”*

I appreciate the *“If you fail..”* sentence starts with a capital I, but I also note that the sentence above it doesn't include a full stop. In any event, I think its reasonably clear, the first sentence explains what AWP will do, and the information that follows immediately below it sets out the circumstances where this will apply. So, I'm satisfied Mr B's claim isn't covered under this section of the policy.

Unfortunately, Mr B was denied boarding due to a visa dispute and lost out on his holiday as a result. As mentioned previously, insurance policies aren't designed to cover every eventuality and AWP's terms make it clear no cover is provided for *“Any claim resulting from your transport provider or their agents refusing to allow you to travel for any reason, other than those shown as being covered”*. So, I'm sorry to disappoint Mr B, but I'm satisfied AWP didn't do anything wrong by declining his claim.

It's unclear why Mr B continues to feel he didn't receive a response to his complaint, as I can see the final response was sent to the correct email address. I also note that our investigator has since shared a further copy of it with him. I do appreciate his frustration with the lack of response to some of his correspondence, but I still think AWP have already fairly addressed his complaint and compensated him for the poor customer service he received. So, I see no grounds for directing them to do anything more.

My final decision

For the reasons I've explained, both here and in my provisional decision, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 January 2025.

Claire Greene
Ombudsman