

The complaint

Mr and Mrs J complain that AXA Insurance UK plc declined their claim against their travel insurance policy. They also complain about the difficulties they had in contacting AXA.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr and Mrs J have travel insurance as a benefit of a current account. They took a family trip and planned to return to the UK on 1 November 2021, via two connecting flights.

Mr and Mrs J and their family were denied boarding by the airline. The airline said that the wrong flight number was on the passenger locator form. Mr and Mrs J bought new flights in order to return home.

Mr and Mrs J made a claim against their policy in relation to the additional cost of their new return flights. They say that they had difficulty getting through to AXA in relation to their claim and complaint.

AXA declined Mr and Mrs J's claim. It said that what happened here wasn't covered by the policy. Mr and Mrs J pursued their complaint.

Mr and Mrs J say that the airline was wrong to say that they'd entered an incorrect flight number on the passenger locator form. They want AXA to pay their claim. Mr and Mrs J also complain about the difficulties they had in contacting AXA about their claim and about how it handled their complaint.

After Mr and Mrs J made their complaint to this service, AXA offered Mr and Mrs J compensation of £150 in relation to service issues. Mr and Mrs J didn't think that was fair. Mr and Mrs J subsequently received a refund from their credit card provider in relation to their unused return flights.

One of our investigators looked at what had happened. He didn't think that AXA had acted unfairly in declining the claim as what happened here wasn't covered by the policy. The investigator thought that the compensation of £150 AXA had offered in relation to service issues was fair.

Mr and Mrs J didn't agree with the investigator. Mrs J responded to say, in summary:

- The airline was wrong to deny them boarding.
- If it's not possible for AXA to list every eventuality in the policy, why is what happened here regarded as not covered?
- Their claim is as a result of the Covid-19 pandemic in that it relates to additional documentation required for travel.

Mr and Mrs J asked that an ombudsman consider their complaint, so it was passed 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 starting point is the terms and conditions of the policy, the relevant part of which says as follows:

"Section 13: Travel Disruption Cover

[...]

What IS covered:

[...]

On the way home

6. We will pay You up to

- a) £5,000 for **Your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs [...] that **You** cannot claim back from any other source.
- b) [...]
- c) if **You** have to make alternative arrangements to return to **Your Home** [...] as a result of:
 - i) The **Public Transport** on which **You** were booked to travel to **Your Home Area** including connections being cancelled or delayed for at least 12 hours, diverted or re-directed after take-off; or
 - ii) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours; or
 - iii) The insolvency of the **Public Transport** operator or their booking agents."

has the claim been declined unfairly?

The relevant rules and industry guidance say that AXA has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I'm not upholding Mr and Mrs J's complaint because I don't think that AXA treated them unfairly or unreasonably. I say that because:

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. It's not the case that an event is insured unless it's specifically excluded in the policy. The onus is on the consumer to show that the claim falls under one of the agreed areas of cover.
- Mr and Mrs J say that they were denied boarding by the airline because it concluded, incorrectly, that their passenger locator form contained an incorrect flight number. It's not for me to decide whether the airline made a mistake in denying Mr and Mrs J boarding – this service has no jurisdiction over airlines. But I can decide whether AXA acted fairly and reasonably in subsequently declining their claim.
- I've looked carefully at the terms and conditions of Mr and Mrs J's policy. Mr and Mrs J's flight wasn't delayed, and they didn't miss their departure for any of

the insured reasons mentioned in “**Section 5: Travel Delay/Missed Departure**”, so that part of the policy doesn’t assist them here.

- I’ve looked at “**Section 13: Travel Disruption Cover**”, an extract of which I’ve set out above. That part of the policy provides that AXA will pay up to £5,000 for reasonable additional travel costs Mr and Mrs J can’t claim back from anywhere else if they have to make alternative arrangements to return home as a result of i) public transport delay for at least 12 hours, ii) the airline involuntarily denying boarding because there are too many passengers for the available seats and not offering a suitable alternative or iii) the insolvency of the public transport operator. None of those insured events are what happened here.
- Mr and Mrs J were denied boarding because the airline decided that their passenger locator form was incorrect. That’s not something that’s covered by the policy. Mr and Mrs J haven’t shown that their claim falls under one of the agreed areas of cover within the policy, so I don’t think that AXA was at fault in declining their claim.
- Mr and Mrs J have complained about the difficulties they had in contacting AXA about their claim. Mrs J says that she submitted the claim online and when she checked its status a few days later, it had disappeared from the portal. She tried to contact AXA by phone but was unable to get through after being on hold for a considerable amount of time. AXA has offered Mr and Mrs J compensation of £150 in relation to service issues. I think that’s fair. In reaching that view, I’ve taken into account the nature, extent and duration of the distress and inconvenience Mr and Mrs J suffered as a result of the issues they had in making their claim.
- Mr and Mrs J have also expressed concern about how AXA handled their complaint. Our service can only consider complaints about financial services. So, I can’t consider any concerns Mr and Mrs J have raised about the handling of their complaint – as distinct from their claim - because it isn’t a regulated activity.
- I appreciate that what happened was no doubt frustrating for Mr and Mrs J and caused them considerable additional expense but for the reasons I’ve explained, I don’t think AXA was at fault in declining their claim for additional flight costs. Considering everything, I think that the offer of compensation AXA has already made in relation to service issues is fair and reasonable.

Putting things right

In order to put things right, AXA should pay to Mr and Mrs J the compensation of £150 it has offered to pay.

My final decision

My final decision is that the offer of compensation of £150 AXA Insurance UK plc has made is fair and reasonable and I don’t direct it to pay any more.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr J and Mrs J to accept or reject my decision before 10 November 2022.

Louise Povey
Ombudsman