

The complaint

Mr and Mrs O complain about the decision by Chaucer Insurance Company Designated Activity Company to turn down their travel insurance claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- The policy covers necessary and reasonable travel and accommodation expenses required to reach a booked destination in the event of missed departure. This is so long as the vehicle in which the insured is travelling breaks down or is involved in an accident, or the public transport being used to reach the departure point is delayed. The policy specifically excludes the insured not allowing sufficient time for the journey to the airport.
- I'm satisfied that Mr and Mrs O allowed sufficient time to reach the airport before check-in. However, what should have taken around 45 minutes ended up taking them around four hours and meant they missed their flight. This was because of heavy traffic due to roadworks, as well as a vehicle fire on their route. They have provided evidence in support of this.
- I accept that the circumstances here aren't covered under the policy, and so strictly speaking, Chaucer was correct to turn down the claim. However, if Mr and Mrs O had been travelling to the airport by a bus or coach at the same time, then they still would have missed their flight for the same reasons, but their claim would have been covered. In these circumstances, I agree with our investigator that the claim should be paid on a fair and reasonable basis.

I therefore find that this complaint should be upheld.

My final decision

My final decision is that I uphold this complaint. I require Chaucer Insurance Company Designated Activity Company to pay the claim in line with the remaining policy terms and limits. Interest* should be added at the rate of 8% simple per annum a month after the claim was made to the date of settlement.

* If Chaucer considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr and Mrs O how much it's taken off. It should also give Mr

and Mrs O a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O and Mr O to accept or reject my decision before 19 October 2023.

Chantelle Hurn-Ryan
Ombudsman