

The complaint

Mr T and Mrs T are unhappy with U K Insurance Limited's (UKI) decision to decline a travel insurance claim.

Any reference to UKI includes the actions of its agents. Because the circumstances of this complaint relate to Mrs T - as she was the travelling party - for ease, I've referred to her throughout my decision.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what happened.

Mrs T has a travel insurance policy which is underwritten by UKI. She made a claim on the policy to recover the cost of rebooking flights when she missed her original outbound flight.

Mrs T said she missed the flight because of a road closure on route to the airport and the traffic delays this caused. She said the navigation applications she'd used to plan her route before setting off didn't show the road closure, nor any delays to the journey. And so, based on this, she says she'd allowed enough time to make her flight.

UKI declined the claim saying the road closures were planned and known prior to Mrs T's departure as it had been publicised some months prior. It said the road closure had started the night before and was therefore, not sudden, or unexpected. So, it was satisfied Mrs T *hadn't* allowed enough time to arrive at the airport as recommended by the airline.

Unhappy with UKI's decision, Mrs T brought a complaint to this Service. An Investigator considered it but didn't uphold it. She said there was insufficient evidence to show Mrs T had allowed enough time for her journey in light of the known road closures.

Mrs T disagreed – she added that another passenger in her party had their claim covered by their insurer, and as the circumstances were the same, it was unfair for UKI to decline her claim.

The investigator considered Mrs T's comments, but it didn't change her mind. Because Mrs T disagreed, the complaint has been passed to me for an Ombudsman's 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 outcome our Investigator reached – and I'll explain why.

When making a claim the onus is on the insured to demonstrate an insurable event has occurred. Here, Mrs T made a claim for a missed departure owing to a traffic delay. The relevant section of the policy says cover is provided where the reason for the missed departure or connection is due to:

“[...] 3. Traffic delay: the vehicle in which you are travelling being delayed by heavy traffic or road closures severe enough to be reported through a recognised media channel.”

Its arguable Mrs T has shown there was an insured event because she allegedly missed her flight owing to a road closure. And I've seen evidence which shows advance notice of the road closure was publicised through a media channel. However, the policy says UKI “won't pay for:

- 1. Any claim if you do not allow enough time to arrive at your point of departure or connection for delays, transfers, switching between transport types, checking in, airport security and passport control, as recommended by your transport operator.”*

Where an insurer relies on a policy exclusion to decline a claim, the onus is on it to show the exclusion applies. And this complaint hinges on whether UKI's reliance on the above exclusion - namely that Mrs T didn't allow enough time to arrive at the airport - is fair and reasonable in the circumstances. To decide this, I've looked at the evidence.

Mrs T has provided a screen shot which shows she accessed her phone's map application at 10.28am on the day of travel. So, I don't doubt she used the application. But I'm not persuaded this shows she checked the route to the airport, or that she left her home at 10.28am - because the screen shot simply says “used map”.

I have to balance this with text messages I've seen which were sent from Mrs T to Mr T timed 12.08pm onwards in which Mrs T says she isn't going to make the airport in time. I haven't been provided with messages which pre-date this time, and so, I'm not privy to earlier conversations. But based on what I do have, it seems more likely than not that it was at 12.38pm Mrs T was first alerted to the road closure. Given this was less than 80 minutes before her flight departure time - and the airline recommends arriving at the airport three hours before departure – the circumstances don't suggest she left enough time to make her flight. Had Mrs T left at 10.28am – as she said she did – it's arguable she would have come across the road closure earlier.

Having had a cursory look at an alternative travel route – avoiding the motorway (which was closed) – the length of journey is shown to be approximately one hour. So, if Mrs T had left with enough time, it's likely she would have been able to make her flight even using the longer, alternative route.

This, coupled with the fact the road closure was planned and publicised some months before Mrs T's journey, satisfies me she ought reasonably to have known about it and planned her journey accordingly. I appreciate Mrs T has said her map didn't show the road closure and traffic delays – but I've not seen evidence to support this, so I'm persuaded by this.

I appreciate the passenger travelling with Mrs T had their claim covered by another insurer, but when deciding complaints, we look at the individual circumstances. And so, another insurer's decision to cover a separate claim isn't justification for directing UKI to cover Mrs T's.

I know my decision will be disappointing for Mrs T, and I recognise these events happened at a difficult time for her personally, but insurance policies aren't designed to cover every eventuality, and based on what I've seen, I'm satisfied UKI's decision to decline the claim is fair and reasonable in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 22 February 2024.

Nicola Beakhust
Ombudsman