

## **The complaint**

Mr G and Ms E are unhappy with the way AXA Insurance UK Plc handled a claim made on their travel insurance policy ('the policy'), including declining a claim for missed departure.

## **What happened**

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

AXA has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

## **Declining the claim**

The policy does provide cover for missed departure in certain circumstances.

Mr G and Ms E say they arrived later to the UK airport from which he was departing later than intended because the minibus they were travelling in – hired via a taxi company – missed a turnoff, adding to the journey time to the airport.

I'm satisfied that I don't need to make a finding on whether it's fair and reasonable for AXA to treat this as an insured event in the circumstances of this case – or whether a minibus booked through a taxi company should be treated a 'public transport' (which under the policy definition includes a publicly licensed coach or bus).

That's because the missed departure section of the policy terms and conditions also contains special conditions relating to claims. It says:

You must allow enough time for the public transport or other transport to arrive on schedule and deliver you to the departure point.

In its final response letter dated November 2023, AXA has also declined the claim on the basis that Mr G and Ms E didn't allow enough time to make the flight.

I'm persuaded that AXA has acted fairly and reasonably by relying on this special condition to conclude that the claim isn't covered.

The minibus was booked for 3.45am (and the taxi company's booking sheet reflects that it arrived at 03.44am). The flight was due to depart at 6.30am.

Mr G, Ms E and their family had checked in for their flights in advance of leaving for the airport. The boarding pass says "you need to arrive at least 2 hours before your scheduled

flight", that they needed to arrive at the departure gate at 5.50am and the gate closed at 06.00am.

The airport's website also says: "as a general guide, you will need to have checked in and be ready to go through security at least 2 hours before your flight departure time".

Given the distance they lived from the airport and average journey time, I'm satisfied, on the balance of probabilities that even if there were no issues, Mr G, Ms E and their family wouldn't have arrived at the airport before 05.00am. That would've been one hour before the gate was meant to close, and 90 minutes before the intended departure time.

I appreciate that Mr G, Ms E and their family had checked in, didn't need to go to the check in desk at the airport or go to the baggage drop point. However, the advice was to arrive at the airport at least two hours before departure is given for a number of reasons. I know Mr G and Ms E will be very disappointed but given the available travelling advice, I don't think AXA has unfairly concluded they did allow enough time when planning their journey to the airport to arrive on schedule.

Mr G has said in his complaint form to the Financial Ombudsman Service that: "even with the severe delay caused by the minibus driver, we arrived at the gate at about 5 minutes or so from when the gate closed".

I'm therefore persuaded that if Mr G and Ms E had allowed sufficient time to travel to the airport, despite the driver's error, they are likely to have made the flight. So, leaving home later than they reasonably ought to have made a difference in this case. I don't think it would be fair for AXA to cover the claim in the circumstances and it's acted fairly by relying on the special condition to not cover the claim.

### **The handling of the claim**

In its updated final response letter dated November 2023, AXA accepts that Mr G and Ms E should've been advised of the special condition sooner and that the claim wasn't covered in any event. This would've prevented some disappointment when their claim was also declined for this reason (in addition to AXA's initial stance that the minibus they were travelling wasn't public transport).

I've listened to the calls Mr G had with AXA, after the claim had been initially declined, including one where he was told that if he was able to provide evidence from the taxi company that he was travelling in a minibus then he couldn't see there being an issue with the claim.

Mr G was able to obtain this evidence and provide it to AXA. I agree that for AXA to then maintain its decision to decline the claim and then also tell Mr G about the special condition at that later stage would've been frustrating, disappointing and confusing. Particularly as Mr G's expectations had been unfairly raised during the call.

AXA apologised, said that internal feedback would be given and offered £75 compensation. I don't think £75 does fairly reflect the impact on Mr G and Ms E. I'm satisfied that £150 more fairly reflects the distress and inconvenience this error caused them.

However, ultimately, I don't think this impacts AXA's decision to decline the claim, which for the reasons set out above I'm satisfied was fair and reasonable.

**Putting things right**

I direct AXA to pay Mr G and Ms E £150 compensation for distress and inconvenience.

**My final decision**

I uphold this complaint to the extent set out above. I direct AXA Insurance UK Plc to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Ms E to accept or reject my decision before 29 May 2024.

David Curtis-Johnson  
**Ombudsman**