

## The complaint

Mr A has complained about the way Cowen Insurance Company Limited has handled two claims he made on his travel insurance policies.

## What happened

The first claim was made by Mr A on 4 July 2023 for trip delay. He missed his flight due to his car being stuck in a traffic jam as a result of a major accident on the motorway. He ended up having to book another flight for the next day. The claim was declined by Cowen on the basis that the circumstances were not covered under the policy terms.

The second claim was made on 19 August 2023 for loss of personal property. Mr A reported that he had lost a bag that contained various items and electrical goods whilst he was abroad and was unable to locate the items. Cowen hasn't actually declined this claim. Its position is that it is awaiting further information to be able to assess the claim.

I wrote a provisional decision earlier this month in which I explained why I wasn't minded to uphold the complaint. Cowen responded to say it had nothing to add. Mr A provided a further comment that I will address below.

## 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've carefully considered the obligations placed on Cowen by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Cowen to handle claims promptly and fairly, and to not unreasonably decline a claim.

As I stated in my provisional decision, 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. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

### The claim for trip delay

The '*Summary of your protection*' states that:

*'TRIP DELAY PROTECTION COVERS YOU IF....*

- Your trip is delayed due to a natural disaster, travel carrier delay or traffic accident.'*

Mr A has referred to this wording in support of his argument that the policy covers traffic accidents, which was the cause of him missing his flight. Looking at the above in isolation, I can understand why Mr A might think that his scenario was covered. However, this is just a summary, designed to give a brief overview of the policy. For full details of the cover, it is necessary to look at the relevant section in the main body of the policy document.

Under the section for 'Trip Delay', it states:

*'If the delay causes you to miss the departure of your flight or train due to a local public transportation delay on your way to the departure airport or train station, necessary transportation expenses to help you either reach your destination or return home. You're protected in the event of...*

8. A traffic accident;'

Looking at the full wording, it is clear that cover only applies to delays to public transport as a result of a traffic accident. As Mr A was not using public transport to get to the airport, unfortunately he is not covered.

In response to my provisional decision, Mr A has provided a definition of 'traffic accident'. However, I don't think the definition of this term is particularly in dispute. It's the circumstances of when the policy will pay out where there is a delay caused by a traffic accident that is the issue.

Mr A says that if the policy only provides cover if public transport has been delayed due to a traffic accident, then he was misled and mis-sold the policy. However, Cowen did not sell the insurance to Mr A and so I can't hold it responsible for any shortcomings there may have been in the sale. What I am looking at here is whether Cowen has correctly applied the terms and conditions in declining the claim – and I consider that it has.

As I said in my provisional decision, I have a great deal of sympathy for the situation Mr A found himself in. He missed his flight due to circumstances beyond his control. However, the question is whether the trip delay part of the policy provides cover in that scenario, and unfortunately it does not.

I've also looked at the remainder of the policy wording to see if there were any other sections under which Mr A's claim might be considered. But the circumstances he found himself in don't appear to fall within any of the other sections of cover provided.

Taking everything into account, I am satisfied that it was fair and reasonable for Cowen to decline the claim for trip delay.

#### The claim for loss of personal property

Under the 'Personal Property' section of the policy, it states:

*'You're protected if....*

- *Your electronic devices are lost, damaged or stolen during your trip*
- *Your personal items are lost, damaged or stolen during your trip'*

Under the 'Making a Claim' heading in the policy, it states:

*'For all claims, we require, as a minimum, a detailed description of the event. We may request documents during the claims process such as booking invoices and receipts. If the required documents are not provided to us the claim may be rejected or the status changed to "Pending".'*

As already mentioned, Cowen hasn't completely declined the claim. It is awaiting more information from Mr A to be able to make a proper assessment.

Based on the available evidence, I can see that Cowen has asked Mr A for a number of pieces of information. And I haven't seen evidence that he has supplied everything that was asked for or provided an explanation of why he might not be able to provide it.

As part of the process of looking into the complaint, our investigator also asked Mr A to provide a copy of this information. In response to this he sent in some information, but not everything that was asked for.

It's reasonable for an insurer to require sufficient documentation to verify a claim. And the policy terms entitle Cowen to ask for more information as it deems necessary.

In this instance I am satisfied that Cowen doesn't yet have enough information to reach a decision about the claim. So it is reasonable for it to require Mr A to supply the additional information that it has asked for.

Following my provisional decision, Mr A hasn't provided any further comments in relation to this part of the complaint. As neither party has provided any other information or evidence, I see no reason to depart from the outcome I reached in my provisional decision.

Mr A should take steps to try and comply with Cowen's request. Once Cowen is in a position to make a decision on the personal property claim, if Mr A is unhappy with the outcome, he can make a new complaint about that issue.

### **My final decision**

For the reasons set out above, my final decision is that I do not uphold the complaint.

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

Carole Clark

**Ombudsman**