

The complaint

Mr and Mrs M have complained that UK Insurance Limited (UKI) declined a claim they made on their travel insurance policy.

What happened

Mr and Mrs M and their two children were due to go on holiday in October 2023. They left in their car in plenty of time to reach the airport. However, the area was subject to severe weather, causing landslides and flooding. As a result, the police closed the roads. After unsuccessfully trying to find different routes to the airport, the family eventually returned home. Mr and Mrs M therefore made a claim on the policy for the unused costs of their holiday.

UKI declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that UKI had acted reasonably in declining the claim. Mr and Mrs M disagree with the investigator's opinion and so the complaint has been passed to me for a 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.

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

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 relevant part of the policy is the 'Missed International Departure' section. This states: *We will cover you for reasonable additional accommodation and travel expenses to get you to:*

- *Your trip destination on your outward Journey; or*
- *Return you to your home on your return Journey*

if you fail to arrive at your point of international departure in time to board your pre-booked aircraft, ship or train as a result of:

- *the scheduled public transport or connecting scheduled flight on which you are travelling to your point of international departure not running to timetable; or*
- *the private car in which you are travelling being involved in an accident or breaking*

down.'

I understand Mr and Mrs M say they began to contact UKI to discuss options for perhaps continuing their holiday in some form. But the question is, were their circumstances covered by the last two bullet pointed reasons set out above that would allow a claim under the missed departure clause.

As can be seen, adverse weather and road closures do not feature as insured perils.

Mr and Mrs M have argued that the situation they found themselves in, with extreme weather and multiple road closures, could be described as an accident.

I appreciate the point being made and I've thought very carefully about it. However, on balance, I'm not persuaded that it would be reasonable to conclude that their car was involved in an accident or that the wider circumstances were akin to an accident.

On balance, based on the available evidence, I'm satisfied it was reasonable for UKI to decline the claim under the Missed International Departure section of the policy.

I've also looked at the remainder of the policy wording to see if there are any other parts under which the claim could be considered. However, the circumstances they found themselves in do not fall within the scope of the wider policy terms.

I have a great deal of sympathy for their situation. They were unfortunate enough to be prevented from reaching the airport due to something that was completely outside of their control. But, as mentioned above, insurance policies do not cover every eventuality. So, the matter at hand here is whether the circumstances of them being unable to make their flight are covered under the policy terms – and I'm afraid to say that they are not.

Overall, I consider it was reasonable for UKI to decline the claim, in line with the policy terms and conditions. Therefore, whilst I know it will be disappointing to Mr and Mrs M, I'm unable to conclude that UKI has done anything wrong.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 5 July 2024.

Carole Clark

Ombudsman