

## The complaint

Mr R's complaint is about the rejection of a claim under his refund insurance cover with Chubb European Group SE.

## What happened

Mr R's policy with Chubb provides cover in the event that a retailer refuses to accept a returned item within 90 days of purchase. Mr R tried to return a bottle of wine but the retailer refused a refund for hygiene reasons.

Mr R therefore made a claim under his policy with Chubb. However, Chubb rejected the claim, as it said the policy excludes cover for consumable items.

Mr R is unhappy with this and says the exclusion relied on by Chubb is not clearly written. He says it is reasonable to interpret the exclusion as meaning that for goods to be excluded they have to be both consumable and perishable, as the words "*consumable and perishable*" is set out to be read together as one clause, rather than being divided. Mr R says that wine is clearly a non-perishable item and therefore would not be excluded

Mr R therefore says his claim should be met and Chubb should also pay compensation for the significant stress caused to him and the time spent in making this claim and complaint.

Chubb says wine would be considered to be both consumable and perishable and did not change its position, so the matter was referred to us.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied that Chubb was entitled to reject the claim for the reason as it had. The Investigator was satisfied the wine would be considered perishable as well as a consumable, as it can spoil.

Mr R does not accept the Investigator's assessment, so the matter has been passed to me. I have summarised the points Mr R has made in response to the Investigator:

- The bottle of wine he purchased will last 10 years or more and this cannot reasonably be considered to be perishable.
- His interpretation of the exclusion is the grammatically correct interpretation.
- The Consumer Rights Act 2015 provides that where policy terms are ambiguous they should be interpreted in the consumer's favour.

## 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.

The relevant part of Mr R's policy provides cover for:

***“REFUND PROTECTION  
YOUR BENEFITS***

*This benefit applies to items purchased for personal use that have had no previous owner only. Only items purchased from a retailer operating in the UK with premises at a UK address are covered. If a retailer will not take back an unused item You purchased on the Card Account within 90 days of purchase, You will be paid the purchase price of the item or £300, whichever is the lower.*

This is subject to exclusions and the one relevant to this complaint says:

***“EXCLUSIONS***

*You will not be covered for ... consumable and perishable goods”.*

I am not persuaded that the way the above term is constructed means that any item must be perishable as well as consumable to fall within this exclusion. I think it is reasonably read to mean that it excludes items that are perishable and it excludes items that are consumable. I think this is sufficiently clear and unambiguous. I am therefore satisfied that the claim is not covered because it is for a consumable item. However, even if I am wrong about this, I do not accept that wine is not perishable.

While the term ‘perishable’ can be used to mean food items that will go off, or perish quickly, the word in itself means anything capable of spoiling.

Wine can last a long time, if stored correctly but it can spoil and become undrinkable if not stored correctly or just generally over time. I am not persuaded that the fact wine *can* last years changes the meaning of the word perishable in the context of this insurance policy.

I am therefore also satisfied that Chubb has reasonably deemed the wine to be perishable and consumable and therefore that that claim falls within the exclusion above for this reason as well.

**My final decision**

I do not uphold this complaint against Chubb European Group SE.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr R to accept or reject my decision before 7 January 2025.

Harriet McCarthy  
**Ombudsman**