

The complaint

Mr W has complained that UK Insurance Limited (UKI) declined a claim he made on a travel insurance policy attached to his bank account.

What happened

In March 2024, Mr W's daughter was driving his wife and two other children to the airport for a trip abroad. Unfortunately, the car broke down on the way, which resulted in them missing their flight.

Upon making a claim on the policy, UKI declined it on the basis that insufficient evidence had been provided to substantiate the claim.

Our investigator thought that UKI had acted reasonably in declining the claim, in line with the policy terms and conditions.

Mr W disagrees 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.

Looking at the policy terms, under 'Missed Departure or Connection', it states:

'We will pay up to £1,000 (£500 for trips inside your home area) for each insured person for reasonable extra accommodation and travel costs if you fail to arrive at your point of departure or connection in time to board your pre-booked aircraft, ship or train.'

Reasons for missed departure or connection

1. Public transport delay: the delay of scheduled public transport (not taxis) in which you are travelling to your departure point.

2. Car accident or breakdown: the vehicle in which you are travelling being involved in an accident or breaking down.

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.

This cover applies to your outward and return journeys and any pre-booked transport during your trip.'

So, looking at the above wording, the car breaking down is a scenario that the policy would likely cover. However, the policy places certain conditions on such claims. Because the terms go on to state:

'Claiming for missed, delayed or abandoned departure

To claim for a missed, delayed or abandoned departure under this section, you must provide:

- Your booking invoice and a document from your transport operator showing the scheduled departure times along with the actual departure times and the reason for the delay.*
- Any other supporting documents that we reasonably ask for to support your claim.*
- Receipts confirming costs you have paid.'*

Furthermore, under 'Conditions for making a claim', the policy also states that:

'We can refuse to pay any claim where you have not provided adequate receipts, bills or evidence to support your claim.'

Where a claim for missed departure is being made due to vehicle breakdown, it's reasonable for an insurer to ask for proof of that breakdown. So UKI asked for a breakdown report or other evidence such as a mechanic having been called or the vehicle being later repaired at a garage.

Mr W has explained that his daughter didn't have breakdown cover so there was no call out to a recovery service. They tried to restart the car multiple times without success and then eventually called a friend who had mechanical knowledge. Upon his arrival, the car started without him having to do any repairs. He was unable to identify what the problem might have been but suggested it could be due to a heating issue or something similar. The family then continued their journey to the airport and there was no further trouble with the car. As such, there was no need to take the car to a garage for repairs.

I'd expect UKI to show flexibility when making its assessment of a claim of this nature, such as considering a wider range of evidence. I note that our investigator asked Mr W if he had any other evidence such as photos of the incident or call logs or messages. However, no response was received.

It is the responsibility of the policyholder to prove they have a valid claim and, so far, no evidence at all has been provided to indicate that the car broke down.

I have a great deal of sympathy for Mr W's situation. It couldn't have been anticipated that the car would break down and that was obviously outside of their control. However, as already mentioned, no insurance policy covers every scenario. So, the question here is whether the circumstances are covered under the policy terms – and unfortunately, due to the lack of evidence, they are not.

So, I'm sorry to disappoint Mr W but I'm satisfied that UKI has acted fairly and reasonably in declining the claim, in line with the policy terms and conditions.

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 Mr W to accept or reject my decision before 21 February 2025.

Carole Clark
Ombudsman