

## **The complaint**

Mr and Mrs B have complained that Accelerant Insurance Europe SA/NV UK Branch unfairly declined their travel insurance claim.

## **What happened**

In late 2024, Mr and Mrs B took a short cruise. Their itinerary took them to a single European port where the ship was supposed to dock for two days before returning to the UK.

Due to protests, the ship was prevented from docking at the intended cruise terminal. So the cruise line decided to dock at a different port, and transport its guests to the city by bus.

On their return to the UK, Mr and Mrs B made a claim on their travel insurance policy under the “missed port” cover. Accelerant declined the claim, because they said this only provided cover for missing a port due to adverse weather or timetable restrictions.

Mr and Mrs B complained about Accelerant’s decision and the service Accelerant had provided during the claims process. Accelerant offered them £50 compensation for the delay in letting Mr and Mrs B know their claim had been denied.

Mr and Mrs B challenged Accelerant’s decision and also suggested that they may have a claim under the “cruise interruption” section of the policy. Accelerant didn’t change their conclusion. So Mr and Mrs B brought their complaint to the Financial Ombudsman Service.

Our investigator reviewed the information provided by both parties and concluded Accelerant’s offer of £50 was reasonable compensation for the time it had taken them to let Mr and Mrs B know their claim had been declined. But she didn’t think they needed to do anything more to resolve the complaint.

Mr and Mrs B didn’t agree with our investigator’s view. So I’ve been asked to make 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.

Having done that, I don’t think Accelerant need to more than they’ve already offered to resolve Mr and Mrs B’s complaint. I’ll explain why, focusing on the points and evidence I consider material to my decision. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. So if I don’t mention something in particular, it’s not because I haven’t thought about it. Rather, it doesn’t change the outcome of the complaint.

We expect insurers to deal with claims fairly and reasonably, in line with the policy terms. So the starting point is what the policy says because the terms should set out what is covered and any limitations on that cover.

Mr and Mrs B's policy included the optional cover for cruises. Two clauses are relevant here. They say:

***"Itinerary change***

- *We will pay up to the amount shown on your policy schedule for each missed port due to adverse weather or timetable restrictions.*

*This must be confirmed by the cruise operator in writing confirming the reason for the missed port.*

***Cruise interruption***

*This section will cover you for the additional, reasonable travel expenses to reach the next port to re-join the cruise following hospital treatment on dry land."*

I don't think either of these apply.

There's no suggestion the itinerary was changed due to adverse weather. But Mr and Mrs B have said that the timetable was restricted, because they didn't dock where intended but at an alternative port which the ship could access without being affected by protests.

I've thought about this, but I don't think the change led to a restriction in the timetable. Once the ship docked, the excursions to the city were still offered. And the ship was docked for longer than it would have been in original destination – which the guest information provided by the cruise line says allowed extra time to enjoy the city.

Nor do I think the term covering cruise interruption applies here. I think the term clearly sets out the type of interruption that is covered. That wasn't what happened to Mr and Mrs B. So I don't think it was unreasonable for Accelerant to decline the claim.

Mr and Mrs B have suggested that the policy terms aren't clear and led them to think they were covered when they weren't. I've thought about this, but I don't agree. I think the terms I've considered above are clear. And while neither the policy schedule, nor the policy summary set out the detail of the cover, both refer policyholders to the section including those terms. So I don't think the terms were obscured or hidden.

Although they declined the claim, Accelerant did offer Mr and Mrs B £50 compensation for not dealing with the claim as quickly as they should. I think this is a fair amount for them to pay because, while overall the claim was dealt with in about a month, Accelerant's notes show they had all the information they needed to decide the claim earlier than they did.

I've noted that Mr and Mrs B refer to Accelerant deceiving them and trying to avoid registering the claim. But I've seen no evidence of this which would lead me to conclude Accelerant should pay a higher level of compensation.

I acknowledge this isn't the outcome Mr and Mrs B were hoping for. They've indicated they've looked at pursuing this matter via different avenues and they are, of course, free to do that.

If Mr and Mrs B now want to accept the £50 compensation Accelerant previously offered, Accelerant should pay that. But I don't think they need to any more than that to resolve Mr and Mrs B's complaint.

### **My final decision**

For the reasons I've explained, Accelerant should pay Mr and Mrs B £50 compensation to recognise the delay in dealing with their claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and X to accept or reject my decision before 15 August 2025.

Helen Stacey  
**Ombudsman**