

The complaint

Mr S has complained after Chubb European Group SE (Chubb) declined a claim he made under his credit card refund protection policy.

What happened

Mr S has a credit card insurance policy that provided him with refund protection amongst other things.

In October 2024, he purchased a television using his credit card.

More than thirty days later, but within ninety days, he attempted to return the television to the retailer. He says this return was refused as it was more than thirty days after the purchase.

Mr S made a claim under his policy, along with other items he'd attempted to return, but Chubb declined this one. They said that the claim hadn't met the policy terms as Mr S was aware the retailer shouldn't have refused the return.

Mr S was unhappy and brought his complaint to our service. Our investigator looked into it and said Chubb should reconsider the claim, in line with the remaining policy terms. He said Chubb weren't fairly applying a policy exclusion and the claim had met the policy term being relied on.

Chubb didn't respond to us, but Mr S felt he should be compensated further and awarded interest.

As no agreement was reached, the case has been passed to me to decide.

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 so, I agree with the investigator that Chubb have unfairly declined this claim, and they should reconsider it. Let me explain why.

Mr S's policy says *"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"*.

Chubb have said that Mr S's claim didn't meet this condition, because he had incorrectly been refused the return by the retailer. They have said Mr S knew from a separate claim (within the ninety days) that the retailer should have accepted a return within the ninety days.

However, Chubb haven't denied that Mr S had a return of the television refused or that it was an unused item. I am satisfied that it therefore meets the policy condition. Although, I appreciate Chubbs position that the retailer was wrong to refuse.

Chubb have suggested that other policy limits might apply. They should therefore reconsider the claim in line with the remaining policy terms.

Mr S has said he should be compensated further than just reconsidering or settling the claim. Whilst I appreciate the time this has been going on for, I wouldn't as a matter of course ask an insurer to pay compensation for incorrectly declining a claim. They made what they thought was the correct decision based on the incorrect actions of the retailer. Further, it might transpire that the claim should be declined for a separate policy limit and so Mr S hasn't actually suffered any loss.

My final decision

I uphold the complaint and require Chubb European Group SE to reconsider Mr S's claim in line with the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 October 2025.

Yoni Smith
Ombudsman