DRN-5731847

The complaint

Mr K is unhappy with how Chubb European Group SE handled claims on his travel insurance policy.

What happened

Following trips in 2024 Mr K made claims on his travel insurance policy. He complained about the amount Chubb paid for a missed departure claim. And he was unhappy it declined a claim relating to delay to his return flight.

Chubb accepted the costs Mr K submitted for his missed departure meant he should have been paid up to the policy limit of £200 (rather than £196) and arranged for that to be paid. But it said cover was only provided for a delayed flight where that was caused by a strike, bad weather, mechanical breakdown, or the plane being grounded because there was something wrong with it. As Mr K hadn't been able to evidence why his flight was delayed it thought this claim had been correctly declined.

Our investigator thought the policy was clear a delayed flight claim was only covered where the delay resulted from one of the reasons the policy contained. And while it appeared Mr K had been in contact with his airline he hadn't been able to evidence what the delay reason was. She didn't think Chubb acted unfairly in declining this claim. It had wrongly calculated the amount to be paid for missed departure but had now paid the correct amount and apologised for its error. She didn't think it needed to do anything more.

Mr K didn't agree. He said he'd asked his airline multiple times what the delay reason was but it hadn't provided this. He also drew attention to the inconvenience he'd been caused in following up with Chubb on the missed departure claim. So I need to reach a final 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.

The relevant rules and industry guidelines say Chubb has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've thought first about Mr K's delayed departure claim. His policy says "*We'll pay £100 for the first completed 4 hours delayed then £100 per hour thereafter, up to £500 should expenses be incurred. If no expenses are incurred as a result of the delay we will pay £70 for the first completed 4 hours delayed then £70 per hour thereafter, up to £350".* However, it goes on to explain "*this delay must be caused by a strike, bad weather, mechanical breakdown, or your plane being grounded because there's something wrong with it. When we say 'bad weather', we mean the weather is so bad the authorities have warned people not to travel".*

I don't think it's in dispute Mr K's flight was delayed but the terms are clear cover will only be provided where the delay results from one of the incidents set out in the policy. And the onus is on a policyholder to demonstrate, on balance, that an insured incident has taken place. Mr K says he's asked his airline on multiple occasions what the reason for the flight delay was and it hasn't provided that information. I haven't seen evidence of that but that may be the case.

However, what that means is Mr K hasn't been able to evidence why his flight was delayed. And there could be many reasons for that which would fall outside of the policy terms. So, while I've taken into account the difficulties Mr K has referenced in obtaining information, I don't think that provides grounds on which I could fairly ask Chubb to pay a claim where it isn't clear an insured incident under the policy has actually taken place.

Mr K is also unhappy with the amount paid for his delayed departure claim. The policy says it will pay "*up to £200 per night for all insured for up to 5 nights if you miss your departure for a trip abroad for one of the reasons listed below. This is to cover your travel and any extra accommodation costs you might need to help you get to your destination . We'll do this if your public transport doesn't arrive on time, or if your car or taxi breaks down or is involved in an accident. You must make sure you give yourself long enough to arrive on time".*

I understand that Mr K was due to travel on 16 July 2024 but as a result of a car breakdown had to book a new flight for the following day. His claim was for the cost of that flight and overnight hotel accommodation. However, in those circumstances the maximum the policy would pay is £200. As the evidence Mr K submitted showed the costs he incurred were in excess of that I agree Chubb should have paid up to that amount when settling his claim.

However, it's now done that. So I've gone on to consider the avoidable time and trouble Mr K was put to in resolving this issue. I accept he did have to make contact with Chubb to do so but I've reviewed that correspondence and I don't think the nature and extent of it is sufficient to warrant a payment of compensation. I think the apology Chubb offered in its final response does enough to put things right here.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 September 2025.

James Park
Ombudsman