

## **The complaint**

Miss R complains that Chubb European Group SE trading as Chubb declined her travel insurance claim. My references to Chubb include its agents.

## **What happened**

Miss R's international flight from the UK was delayed then cancelled due to a fire causing a power outage and major disruption at the UK airport. The airline rebooked her a flight for the next day, but they didn't provide accommodation or assistance.

Miss R contacted Chubb to explain her situation and ask about cover for her accommodation costs. She says Chubb told her she was covered for this type of disruption and could claim up to £1,000 for emergency accommodation. She booked an airport hotel and claimed on the policy for the additional hotel and meal costs.

Chubb declined the claim. It said the circumstances of the delay wasn't an insured event under the policy.

Miss R complained to us that Chubb's decision was unfair. In summary she said:

- Chubb interpreted the policy wording too narrowly ignoring the consequences of the airport fire. The impact on passengers was comparable to the impact caused by situations covered by the policy. The precise cause of the claim shouldn't be the key issue – the issue was the resulting interruption to her journey.
- Travel insurance exists specifically to support policyholders during such an event which was unexpected and caused significant disruption beyond the policyholders' control. If these circumstances weren't covered then the purpose of having travel insurance is unclear and wasn't in line with the expectations set by the business that sold her the policy.
- She relied on the information about cover that Chubb gave during a webchat when she decided what to do and incurred expenses.
- She wants Chubb to acknowledge that the incident was within its policy cover and to reimburse her accommodation and other reasonable costs. She would also like Chubb's apology for its handling of her claim which caused her additional stress and time.

Our Investigator said Chubb had fairly declined the claim.

Miss R disagrees and wants an Ombudsman's decision. She expanded on her previous points. She added that she'd made a modest claim and Chubb paying the claim wouldn't be disproportionate, whereas it refusing the claim placed an unreasonable burden on her.

## **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 considered all the points Miss R has made. I won't address all her points in my findings because I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Miss R but I'm satisfied that Chubb reasonably declined the claim. I'll explain why.

Where a policyholder has already checked in at the airport the policy covers delayed transport by providing a benefit of £100 for the first completed eight hours delayed up to £500, should expenses be incurred. The policy terms say the delay to the transport:

*"must be caused by a strike, bad weather, mechanical breakdown, or your plane being grounded because there's something wrong with it..."*

The cause of Miss R's flight delay/cancellation was a fire then power outage at the outbound airport. As her flight delay/cancellation wasn't caused by one of the insured reasons in the policy Chubb correctly said the cause of the claim wasn't covered by the policy. It correctly declined the claim in line with the policy wording.

I've also considered what's fair and reasonable in all the circumstances of the complaint.

I know the cause of the claim was unforeseen and unfortunately caused Miss R significant disruption beyond her control. I understand that neither the airport nor the airline paid for the night's accommodation or for her meals while she waited for her new flight. But travel insurance doesn't cover every scenario a consumer will face. It's for insurers to decide what risks they want to insure, and the risks Chubb wants to insure for travel delay are clearly set out in this policy. The risks Chubb wants to insure don't include the cause of Miss R's claim. So even if the fire then power outage caused consequences comparable to those caused by the risks covered by the policy that doesn't mean Chubb has to pay the claim. The insured events for travel delay in this policy aren't unusual for travel insurance policies.

Miss R says that if the policy doesn't cover the incident which caused her claim then the policy isn't in line with the expectations set by the business that sold her the policy. If she considers the policy has been mis-sold she can complain to the business that sold her the policy. If agreement between them can't be reached Miss R can ultimately make a separate complaint to us on the matter.

I've considered the notes of Miss R's webchat with Chubb's representative. The representative does tell her that the policy covers disruptions like the *'current situation at (name of airport)'* and up to £1,000 for emergency accommodation - which isn't correct. The policy doesn't provide any delay benefit or cover accommodation expenses due to such an incident. But the representative also told Miss R that the webchat representatives *'do not handle claims, I cannot confirm any coverage with you, so for an official confirmation please open a claim with the insurance provider'*. So although Chubb's representative did indicate Miss R's circumstances were likely to be covered they did make it clear they couldn't confirm cover and the claim needed to be made and assessed.

Also, I can't reasonably say Miss R was disadvantaged by Chubb's representative giving her wrong information in the webchat. That's because when Miss R appealed against Chubb's claim decision she told it the hotel and meal costs she claimed for *'were essential costs that I had no choice but to cover, as I had no alternative options available to me at the time'*. Even if Chubb had correctly told her in the webchat that her circumstances weren't covered, from what Miss R's said she would still have had to incur hotel and meal costs as she had no alternative options available.

I'm sympathetic to the difficult position Miss R found herself in through no fault of her own. But, even though she didn't make a large claim, as I'm satisfied Chubb reasonably declined the claim it doesn't need to pay the claim.

I only award compensation for distress and inconvenience when that's been caused by the unreasonable action of an insurer. Chubb hasn't acted unreasonably and there's no basis for me to say it has to pay compensation or apologise to Miss R.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 5 December 2025.

Nicola Sisk  
**Ombudsman**