

## **The complaint**

Mr M and Ms O have complained that Chubb European Group SE (trading as Chubb) declined a claim they made on a travel insurance policy.

They have been represented by a third party in making this complaint, however, for ease, I will mostly just be referring to Ms O in this decision.

## **What happened**

Ms O and family were due to go on a trip abroad on 12 May 2024. However, at the airport, Ms O was denied boarding by the airline due to an administrative error in relation to a fitness to fly certificate. She therefore made a claim on the policy.

Chubb declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that Chubb had acted reasonably in declining the claim. Ms O disagrees 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.

The ombudsman was established to be a quick and informal service. This doesn't mean we apply any less rigour or care in reaching our decisions. But it does mean that we might not respond to each and every point that has been raised. Ms O's representative has made detailed submissions in support of the complaint. Although I will not be addressing them all, I would like to assure her that I have read and considered everything that has been provided.

I've carefully considered the obligations placed on Chubb by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Chubb 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.

So, I've considered the terms of the policy held, as this forms the basis of contract between the parties.

Under Section A, for cancelling or cutting short a trip, it states:

'What's covered

*We'll pay up to £5,000 if you have to cancel your trip or cut it short for a reason listed below.'*

Under Section E, for transport delay or missed departure, it states:

*'What's covered*

*If you miss your departure*

*We'll 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.'*

Both of these sections then go on to set out a list of insured perils. So, a claim would only be covered if it was due to one of the listed reasons. It follows that, if a reason isn't listed, then it isn't covered. Cancellation of a trip, or missed departure, due to an administrative error leading to denied boarding doesn't feature in the list of insured events.

Ms O says the policy wording is ambiguous as the distinctions between the different causes of disruption are not clearly explained. I don't agree that the terms lack sufficient clarity. Looked at the relevant wording, I'm satisfied that, by listing the insured perils, the policy clearly defines the extent of what is covered – including that cover for denied boarding only applies if related to Covid 19.

Ms O says she had an expectation that this is the type of circumstance that would be covered. However, that isn't the criteria for whether the claim should succeed or not. I'm afraid that insurance policies don't cover all unforeseen events. As already mentioned, an insurer will choose what risks it will and will not cover and set these out in the policy terms.

I have a great deal of sympathy with Ms O's situation. She was denied boarding in error and through no fault of own. Although the family did fly out later, they did miss a few days of their trip, which must have been very disappointing and stressful. And she is also out of pocket as a result. However, the matter at hand is whether those circumstances are covered under the policy terms – and, unfortunately, they are not.

I've thought very carefully about what Ms O has said. However, overall, I consider that Chubb has acted reasonably in declining the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

### **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 M and Ms O to accept or reject my decision before 20 November 2025.

Carole Clark  
**Ombudsman**