

The complaint

Mr M complains that Chubb European Group SE failed to provide him with an insurance certificate which showed he held car rental benefit. He says this led to him suffering financial losses.

What happened

The background to this complaint is well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mr M holds a charge card with a provider I'll call A. This card provides a range of benefits, including car rental benefit, which is underwritten by Chubb and travel insurance, which was underwritten by an insurer I'll call P.

In late December 2023, Mr M was travelling abroad and planned to make use of a hire car. So, the day he travelled, he called A to ask for a copy of his insurance certificate. He was directed to the insurer. It seems he had difficulty with the insurer's line and he also says he was told a benefits breakdown would be sent by the end of the week. However, despite chase ups, the certificate wasn't sent. So Mr M says he had to take out additional insurance for the rental car.

Subsequently, Mr M arranged a car rental in another country. He travelled abroad in May 2024, but when he tried to collect the car, the supplier refused to provide the car due to the lack of insurance documentation. So Mr M incurred additional costs in hiring another car.

Unhappy with the failure to send insurance paperwork, Mr M complained. The complaint was referred to P, which it investigated in error. P said it had a note on its file to show that Mr M had called for documentation and was told this would take 48 hours to be sent. It also concluded Mr M had been promised a callback which he hadn't received. So it paid Mr M £100 compensation.

Remaining unhappy with the handling of his complaint, Mr M asked us to look into things. Ultimately, we let Chubb know about the complaint and it offered to pay Mr M £100 compensation. It told us though that it had no ability to produce a specific certificate of insurance for the car rental benefit.

Ultimately, our investigator didn't think Chubb needed to pay Mr M either the cost of the additional car insurance he'd purchased in December 2023 or for the new car he'd rented in May 2024. But she recommended that Chubb should pay Mr M £200 compensation for its service failings, along with providing Mr M with the summary of insurance benefits he'd asked for.

Mr M disagreed and so the complaint was passed to me to decide.

I issued a provisional decision on 26 November 2026, which explained the reasons why I thought the fair outcome to this complaint was for Chubb to pay Mr M £200 compensation and provide him with a summary of insurance benefits. I said:

'In reaching my provisional decision, I've taken into account the relevant regulator's rules and principles, the policy terms and the available evidence, to decide whether I think Chubb has treated Mr M fairly.'

First, I'd like to reassure Mr M that while I've summarised the background to his complaint and his detailed submissions to us, I've carefully considered all he's said and sent us. Within this decision though, I haven't commented on each point that's been raised and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

The policy terms and conditions

I've first considered the policy terms and conditions, as these form the basis of the insurance contract. Mr M is a beneficiary of the policy as a result of holding a card with A – he isn't the overall policyholder. The contract terms set out the car rental benefit and in brief, explains the car rental benefit provides cover in place of optional or additional insurances offered by car rental companies. The benefit includes collision damage waiver, loss damage waiver and theft protection. It also provides cover for damage to persons or property and potentially for compensation and legal costs (amongst other things). These are risks which may be covered under a policyholder's own car insurance policy or by mandatory cover which is often required by car hire companies. But I think the policy terms make it sufficiently clear that it isn't a standalone car rental insurance policy which offers comprehensive cover – it's intended to be a benefit.

On that basis, I agree with the investigator that it's unlikely the car rental benefit would have provided Mr M with the level of cover he needed to rent either vehicle. That's because both of the countries in which Mr M hired cars require at least third-party liability cover to be in place in order to rent a vehicle. So I don't think I could fairly find that but for any error on Chubb's part, Mr M would have been able to show he had sufficient cover in place to hire either car.

The policy documentation

As I've said, Mr M doesn't have a specific policy with Chubb. He is covered under A's overall policy with Chubb as a benefit of his card account. This means he has no associated, personal policy number with Chubb and there are no specific cover dates because the benefit remains in place as long as Mr M is an account holder. And he doesn't pay Chubb any premiums directly. The price of the cover is included in the overall annual cost of the card which is paid to A. Chubb says it isn't able to provide a specific certificate of insurance for this reason – which I find plausible and reasonable. So I can't fairly require Chubb to produce an insurance certificate which provides the specific details Mr M would like it to.

Chubb says the details of the cover Mr M holds are set out in the overall policy terms and conditions and in the Insurance Product Information Document – which sets out an at-a-glance summary of the main features and benefits of the insurance benefits included with the card. It's this documentation, taken together with Mr M's card, which act as proof of insurance cover. While I appreciate the car hire companies may have not found this acceptable proof of cover, as I've said, I don't think it's unreasonable for Chubb to conclude that it can't provide Mr M with a tailored, specific document which contains all of the information he wishes it to. Nonetheless, I do think it would be reasonable for Chubb to provide Mr M with a 'Summary of Insurance Benefits' for those benefits it underwrites.

Service issues

Mr M has provided us with copies of calls he made to A in December 2023, and January and February 2024. There are no copies of any calls to Chubb itself, so I can't listen to exactly

what was said and by whom. Having listened to those calls, it's clear that A's staff directed Mr M to an insurer, as A isn't responsible for the insurance benefits associated with the card. It isn't clear to me whether Mr M was directed to Chubb or to P. I say that because it seems P made a note of a call with Mr M which stated that an 'SOIS' would be sent to him within 48 hours. Nonetheless, I can entirely understand why Mr M was frustrated when the information he'd asked for wasn't forthcoming. He also referred to the fact that he'd found the insurer to be unhelpful.

I've borne in mind that Mr M contacted A on the morning he travelled abroad because he wanted the documentation 'urgently'. I think it might have been reasonable for Mr M to have asked for the documentation sooner than he did, given he considered the situation to be urgent. Mr M called A a number of times in December 2023 and was transferred to either Chubb or to P. But while I can see Mr M chased A again in January and February 2024, his calls focused on a complaint with A. And I've seen no persuasive evidence to suggest that Mr M contacted Chubb directly to chase things up after early January 2024, at the latest. Given he'd booked another car rental for May 2024, I think it might have been reasonable for him to have done so. And had this happened, it's possible the delays Mr M experienced could have been mitigated.

Notwithstanding the above, there has been a significant delay in Chubb sending Mr M the information he asked for and in dealing with his complaint more broadly as an ancillary activity. So, I'm satisfied that £200 compensation is a fair, reasonable and proportionate award to reflect what I consider to be the impact of its overall service failings on Mr M over a period of months. So I'm planning to tell Chubb to pay Mr M £200 compensation.'

I asked both parties to send me any further evidence or comments they wanted me to consider.

Neither party accepted my provisional findings.

Chubb maintained its offer to pay Mr M £100 compensation was fair, given he'd already received £100 from P. And it reiterated that it couldn't provide Mr M with a singular certificate of insurance.

I've summarised Mr M's response as follows:

- He was concerned my provisional decision didn't address his actual complaint and I relied heavily on assertion;
- He felt I had treated this as a cover dispute instead of a service/redress issue. He wasn't asking me to find this was a policy which would satisfy local requirements. Instead he was seeking redress for avoidable financial loss caused by Chubb's service failures;
- A generic IPID doesn't prove he was insured and I'd simply accepted that Chubb can't provide an insurance certificate. However, A has changed its provider and Mr M has been able to download a tailored insurance certificate, a copy of which he sent me;
- The evidential standard was one-sided, as Mr M had provided evidence of various kinds to prove his complaint. But I had relied on Chubb's say-so and my own assumptions when considering his complaint.

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, my final decision is the same as my provisional decision and for the same reasons. I'll now go on to address the further points both parties have made.

I acknowledge that at its heart, Mr M's complaint centres on his belief that but for Chubb's failure to send him a certificate of insurance ahead of his pre-booked trips in December 2023 and May 2024, he wouldn't have incurred financial losses when hiring rental cars. However, deciding whether I think any error by Chubb caused Mr M financial loss necessarily requires me to consider whether, on balance, I'm satisfied Mr M wouldn't have incurred any additional costs had he been sent the information he asked for.

This means I need to decide whether I'm satisfied that but for any service failings on Chubb's part, Mr M would have met local legal car hire company insurance requirements in December 2023 and May 2024. And that it's therefore more likely than not that he wouldn't have needed to buy additional insurance in December 2023 or incur the costs of a new hire car in May 2024. As such, I believe I do need to take into account whether or not the car rental benefit would have provided him with sufficient cover.

As I've explained above, I'm not persuaded it's most likely that the car rental benefit would have provided Mr M with the level of cover he needed to rent either vehicle without incurring additional costs. It's still the case that both of the countries in which Mr M hired cars require at least third-party liability cover to be in place in order to rent a vehicle. So I still don't think I could fairly find that but for any error on Chubb's part, Mr M would have been able to show he had sufficient cover in place to hire either car. This means I'm not satisfied that Mr M has shown that but for any failings on Chubb's part, he wouldn't have suffered a financial loss.

I appreciate Mr M believes an IPID doesn't provide the relevant level of detail to prove he had cover in place. I'm also mindful that the travel benefit switched to a new provider in January 2025, and the new provider is able to issue a specific certificate of insurance. The certificate includes collision damage waiver cover of £50,000 as a benefit. (Although I note that car rental benefit *isn't* listed). But that doesn't mean that this was something Chubb was able to offer or provide when P was the provider of A's travel benefit. And I've already explained that Mr M doesn't have an individual policy with Chubb and why. So I still wouldn't expect it to have provided Mr M with a specific, detailed certificate of insurance and I accept that at the point Mr M needed this information, this wasn't something it could offer.

It remains the case though that I find Chubb should send Mr M a brief list of the insurance benefits it now provides him with. I'm not persuaded this is an unworkable direction or something that it would be impossible for it to create manually for Mr M in these specific circumstances.

Mr M strongly believes that I haven't placed sufficient weight on the evidence he's sent us. I'd like to reassure him that I did consider all he's said and sent. With that said, I'm still satisfied that he contacted A to chase up the summary of benefits and there's very little to indicate he chased up Chubb instead after late January 2024. I remain persuaded that this would have been reasonable, especially given he knew he was travelling again in May 2024 and that he believed he would need the information.

On the other hand, Chubb accepts there have been service failings, especially in its overall delay in responding to Mr M. I appreciate that these failings have caused Mr M avoidable trouble and upset. It's offered to pay him £100 compensation, in part because he's already been paid £100 by P. However, P is an entirely separate company and it seems to me that its payment of compensation reflected its own poor communication with Mr M – even though it had dealt with Mr M's concerns in error. I don't think it would be fair or reasonable for me to conclude that any compensation award by P should negate any service failures by Chubb or reduce any award of compensation for its own service errors. And it's for that reason that I

remain satisfied that it would be fair, reasonable and proportionate for Chubb to pay Mr M £200 compensation.

Putting things right

I direct Chubb European Group SE to:

- Pay Mr M £200 compensation
- Provide Mr M with a summary of the insurance benefits it's responsible for under this card account.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint in part and direct Chubb European Group SE to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 January 2026.

Lisa Barham
Ombudsman