

The complaint

Mrs M, Mr M and Miss M are unhappy with the way Cowen Insurance Company Limited handled a claim made on their travel insurance policy ('the policy'), including declining a claim to refund them the cost of their flights.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

Cowen has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

Declining the claim

The policy does provide cover for flight cancellation in certain circumstances. That includes when:

You or a ticketholder have to cancel your flight before departure due to...

A close relative/family member or anyone you have arranged to stay with during your trip is injured or becomes ill.

The policy terms also say:

You (or other ticket holders) are not covered for flight reimbursement ...

For any claims caused by your unwillingness to travel. For example, if you change your mind, if your financial circumstances change, if you have a work or family commitment, if there is a medical event or a family event that is not explicitly covered by the policy.

I know Mrs M, Mr M and Miss M will be disappointed but, for the following reasons, I'm satisfied that Cowen has acted fairly and reasonably by declining the claim for flight reimbursement.

- I don't think the policy provides cover for the circumstances which led to Mrs M, Mr M and Miss M not taking their flights. Unfortunately, travel insurance policies don't cover every eventuality.
- They were due to travel to attend a wedding and stay in a property within the same hotel complex as the bride and groom. Very sadly one of the wedding party became very unwell in the weeks leading up to the wedding and so the wedding was

cancelled. Mrs M describes the person who became ill as a family friend so I'm satisfied that they're not a close relative/family member as required by the policy terms.

- I'm not persuaded that Mrs M, Mr M and Miss M had arranged to stay with the person who became ill during their trip. They were due to attend their wedding and were staying within the same hotel complex. However, I'm not persuaded that it would be fair and reasonable to regard this staying with them during their trip in the circumstances of this case.

The handling of the claim and the service received

I'm satisfied that Cowen reasonably ought to have provided Mrs M, Mr M and Miss M with better service when making enquiries about the policy before they decided not to fly, and subsequently, after making a claim.

I've seen emails from Mrs M to Cowen over several weeks when she's raising queries and chasing an update on the claim. I'm satisfied that she didn't receive substantive replies. I accept this would've been frustrating and upsetting in the circumstances, and it also meant Mrs M spent additional and unnecessary time chasing for replies. I think £75 fairly reflects the impact on Mr M, Miss M and particularly Mrs M.

Putting things right

I direct Cowen to pay Mrs M, Mr M and Miss M compensation in the total sum of £75 for distress and inconvenience.

My final decision

I partially uphold this complaint. I direct Cowen Insurance Company Limited to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M, Mr M and Miss M to accept or reject my decision before 5 June 2024.

David Curtis-Johnson
Ombudsman