

The complaint

Mr and Mrs S complain that The National Farmers' Union Mutual Insurance Society Limited declined their claim against their travel insurance policy. They also complain that they didn't receive the policy documentation at the relevant time.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, in April 2023, Mr and Mrs S added travel insurance to their home and lifestyle policy underwritten by NFU. Mr and Mrs S were delayed on their return to the UK at the end of April 2023. They had two connecting flights on their return to the UK. They say that they were prevented from disembarking from their first flight as there were no available gates, then there was delay in retrieving their bags which meant that they were too late to board their final return flight. The airline arranged overnight accommodation and rebooked Mr and Mrs S onto a flight the following day.

In May 2023, Mr and Mrs S made a claim against their policy for travel delay. NFU declined Mr and Mrs S' claim. It said that what happened here wasn't covered by the policy. Whilst discussing NFU's decision about their claim, Mrs S said that she hadn't received the policy document. NFU sent Mr and Mrs S the policy document and in June 2023, Mr and Mrs S resubmitted their claim. NFU didn't change its position, so Mr and Mrs S pursued their complaint.

Mr and Mrs S say that NFU didn't send them the policy document in April 2023. They say that it acted unfairly in declining their claim and that they can now show that the delay was caused by bad weather. Mr and Mrs S want NFU to settle their claim for delay and pay them compensation.

One of our investigators looked at what had happened. He didn't recommend that the complaint be upheld. The investigator said that, on balance, the reason for the delay was non availability of a gate and delays in disembarkation and baggage handling and that those aren't insured events under the policy. He said that it's more likely than not that NFU sent Mr and Mrs S the policy booklet at the relevant time.

Mr and Mrs S didn't agree with the investigator. Mrs S responded to say that she disputes that NFU sent the policy document when they took out the travel cover. She listed the various phone calls she made to NFU. Mrs S said that after NFU's refusal of their claim, they submitted it again and gave the reason for the delay as bad weather, which is covered by the policy. She said that she can provide a weather report as evidence of the bad weather. Mrs S said that the airline gave different reasons for declining to board them on their planned return flight.

The investigator considered what Mrs S said but didn't change his view. Mrs S asked that an ombudsman consider the complaint, so it was passed to me to decide.

As the investigator has explained, in this decision, we are considering the complaint Mr and Mrs S made on 1 June 2023 and to which NFU responded on 6 June 2023.

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.

It's clear and quite understandable that Mrs S in particular has very strong feelings about this matter. She has provided detailed submissions to support the complaint, which I have read and considered. I'm conscious that I've condensed what's happened into a short narrative. That reflects our service that, wherever possible, aims to be informal. I'm satisfied that I've captured the essence of events. I trust that Mr and Mrs S won't take as a discourtesy the fact that I focus on what I consider to be the central issues, that is whether NFU gave them appropriate information about the policy at the outset and acted fairly and reasonably in its decision about their claim.

The relevant rules and industry guidance say that NFU should provide Mr and Mrs S with sufficient information to enable them to decide if the policy is right for them. NFU also has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't intend to uphold Mr and Mrs S' complaint and I'll explain why:

The relevant terms and conditions

Subject to the policy terms, there's cover for reasonable additional expenses incurred as a result of a missed final connection if the trip is affected by any of the following:

- *'actual or intended strike or industrial action;*
- *bad weather;*
- *the plane, boat or train breaking down;*
- *natural geological events;*
- *failure of air traffic control systems;*
- *terrorism other than an ACT OF TERRORISM'*

Has NFU acted unfairly or unreasonably

- Insurance policies aren't designed to cover every eventuality or situation and no policy will cover every unexpected event. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, insurers can decide what risks they wish to cover. The onus is on the consumer to show that the claim falls under one of the agreed areas of cover within the policy.
- I've set out above the relevant part of the policy terms. I don't think that NFU was at fault in assessing the claim on the basis of Mrs S' first description of events. Mrs S said that the reasons their return journey was delayed was because of delays in disembarking from their first return flight, delays in baggage handling and being too late to board their final return flight. Those are not insured events. So, I don't think that NFU acted unfairly or unreasonably in declining Mr and Mrs S' claim.
- NFU is required to provide Mr and Mrs S with information about the policy to enable them to decide whether it's right for them. Mr and Mrs S say that they didn't receive the policy document in April 2023. NFU says that it sent the policy document by second class post. It has provided an extract of its records to show that certain documents were printed and posted on 13 April 2023.

- It is, of course, impossible for me to know for sure whether NFU sent the policy document to Mr and Mrs S in April 2023. Where there's a dispute about what happened I base my decision on what I think is most likely to have happened, taking into account the evidence that's available to me and the wider surrounding circumstances.
- On balance, I think that it's more likely than not that NFU sent Mr and Mrs S the policy documents in April 2023. I don't think it's unusual that NFU can't provide proof of posting. NFU isn't responsible for any failings in the postal service. I'm satisfied that NFU provided Mr and Mrs S with sufficient information about the policy.
- Even if I reached a different conclusion about whether NFU sent Mr and Mrs S the policy document, I don't think it would change the outcome here. That's because it remains the case that the policy doesn't cover what happened and I'm not aware of any travel insurance policy that would do so.
- I'm sorry to disappoint Mr and Mrs S but there are no grounds on which I can fairly direct NFU to settle their claim and pay them compensation.

My final decision

My final decision is that I don't uphold this complaint.

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

Louise Povey
Ombudsman