

The complaint

Miss C complains that Cowen Insurance Company Limited declined her claim against her travel insurance policy.

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 February 2023, Miss C bought a single trip travel insurance policy underwritten by Cowen. The policy was for a trip with departure and return dates of 11 March 2023 and 17 March 2023 respectively. When Miss C arrived at the airport for her return flight, she was faced with long queues due to an unannounced strike by border control. She missed her flight. Miss C arranged an alternative return flight for the following day, arriving at a different airport than her planned return flight. She incurred additional travel, accommodation and other expenses.

Miss C made a claim against her policy. Cowen declined her claim. It said that what happened here isn't covered by the policy. Miss C didn't think that was fair. She said that the fact that the policy doesn't include cover for missed departure wasn't brought to her attention at the point of sale. She wants Cowen to settle her claim and to highlight in future sales that the policy doesn't include cover for missed departure.

One of our investigators looked at what had happened. She didn't recommend that the complaint be upheld. The investigator said that Miss C's policy didn't cover missed departure and Cowen didn't act unfairly in declining the claim. She said that it was clear that the policy didn't cover missed departure, as it isn't included in the summary of cover. The investigator said that delays at security aren't covered in most travel insurance policies, and she didn't think that Miss C would have found a policy that covered what happened here in any event.

Miss C didn't agree with the investigator. She said that in previous decisions from this service we said that we'd expect insurers to make clear that there's no cover for missed departure. Miss C said that the policy says several times that all its clauses cover strike action, so she thought that she had cover for strike action which led to additional cost or restricted her travel. She doesn't accept that she wouldn't have been covered for what happened here by another policy.

The investigator considered what Miss C said but didn't change her view. She said that missed departure cover usually covers circumstances where the insured doesn't make it to the departure point in time to go on the trip because of mechanical breakdown or failure of public transport, heavy traffic or road closures or the insured's vehicle breaking down or being involved in an accident. The investigator maintained that the policy summary and terms were clear.

The investigator said that Miss C wouldn't have been able to buy a policy to cover what happened here as the flight she missed was her homebound flight, not her outbound flight, her missed flight was caused by long delays at airport security due to an unannounced strike and she'd reached her departure point on time for her flight. So,

Miss C wasn't prejudiced by Cowen not highlighting that her policy didn't cover missed departure.

Miss C asked that an ombudsman consider her complaint, so it was passed to me to decide.

My provisional decision

On 27 October 2023, I sent both parties my provisional decision in this case. I said that I didn't intend to uphold the complaint but for different reasons than had been set out before. I said:

'The relevant rules and industry guidance say that Cowan has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't intend to uphold Miss C's complaint and I'll explain why:

- 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. In general terms, insurers can decide what risks they wish to cover. But most travel policies cover missed departure for outward and return flights and the absence of such cover is unusual. We'd expect Cowan to make it clear that Miss C's policy doesn't have cover for missed departure.*
- I've looked at the information Cowan made available to Miss C in this case. I don't think that the documentation makes it sufficiently clear to Miss C that the policy doesn't cover missed departure. The absence of 'Missed departure' in the summary of cover on Miss C's certificate of cover isn't sufficient to draw Miss C's attention to this unusual limitation. I don't think that Miss C is required to look through the policy wording to figure out - by noting its absence - that there was no cover for something that's standard in most policies. So, I don't think that the fact that Miss C's policy didn't have missed departure cover was brought to her attention at the point of sale.*
- That's not the end of the matter, as I've gone on to consider what would have happened if Miss C had been made aware of the true position. Miss C says that she would have obtained missed departure cover elsewhere. But I'm not aware of a travel insurance policy that would cover what happened here - a claim for missed departure caused by delays at security at an airport as a result of strike action.*
- Missed departure cover generally covers circumstances where an insured doesn't make it to the point of departure – an airport in this case – in time for a planned departure for a limited set of reasons. The reasons are usually failure of public transport, heavy traffic or road closures or the insured's vehicle breaking down or being involved in an accident. That's not what happened here. Miss C made it to the airport in time for her planned departure but wasn't able to board the flight for reasons that wouldn't be covered by missed departure cover.*
- Miss C says that her policy says several times that all its clauses cover strike action, so she thought that she had cover for strike action. I don't agree that the policy says that all its clauses cover strike action. I can see that there's cover in certain circumstances for delayed departure due to strike or industrial action. There's also cover for flight reimbursement after abandonment of a trip following cancellation or delay in the departure of an outward flight due to strike or industrial*

action. But it remains the case that missed departure cover wouldn't cover what happened here.

- *For the reasons I've explained, I don't think that Cowen's failure to make it clear that Miss C's policy didn't have cover for missed departure caused her loss in this case.'*

Responses to my provisional decision

Miss C accepted my provisional decision. Cowen responded to say that it will take my findings into consideration in its next policy wording review.

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.

Neither Miss C nor Cowen has provided any fresh information or evidence in response to my provisional decision. I therefore find no basis on which to depart from my earlier conclusions. For the reasons I've explained, I don't think that Cowen's failure to make it clear that Miss C's policy didn't have cover for missed departure caused her loss in this case.

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 Miss C to accept or reject my decision before 28 December 2023.

Louise Povey

Ombudsman