

## **The complaint**

Miss G and Mr P are unhappy U K Insurance Limited declined their claim on their travel insurance policy.

## **What happened**

Miss G and Mr P have travel insurance underwritten by UKI. They'd booked a weekend trip abroad – flying from the UK to their destination, with a connection flight part way through the journey.

During their first leg of the journey the flight was unable to land at the intended airport due to adverse weather. So the flight was diverted to a different airport. A replacement bus was offered back to their intended landing airport, but this would have got Miss G and Mr P back too late and they would have missed their onward connecting flight to their end destination.

They said there was no obvious way they could still get to their end destination with enough time to catch the flight they were booked on back home. So they felt their only option was to travel back home to the UK from where they were and abandon their onward trip.

Miss G and Mr P contacted UKI to let them know what had happened. It wasn't possible to get back to the UK on a direct flight until the middle of the following week, so they flew into Ireland as they knew there would be fairly regular flights back to their original departure airport in the UK. They stayed in Dublin and then flew back to the UK.

They made a claim on their policy when they returned home. UKI said the claim wasn't covered under the missed departure or connection section of the policy. They said issues with the airline re-routing a flight fall within the liability of the airline and the policy doesn't say diversion of flights is an insurable event.

Miss G and Mr P disagreed and referred their complaint to this service. Our investigator looked into what had happened and upheld the complaint. He said it was reasonable for the claim to be considered under the missed departure and connection section of the policy because although the term isn't strictly for diversions, it still led to Miss G and Mr P being delayed and missing their connection. He recommended UKI pay the claim subject to the remaining terms of the policy.

He also highlighted this term is clear in that it only covers the additional costs they paid to get home, not the unused costs of their original trip.

Miss G and Mr P accepted this outcome. UKI disagreed. They said that term only covers costs incurred to continue with the journey - not the costs to return home.

So the case has been passed to me to decide.

## 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 relevant rules and industry guidelines say that UKI has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The policy provides cover for:

### *'Missed Departure or Connection*

*We will pay up to £1,000 (£500 for trips Inside your home area) for each insured person for reasonable extra accommodation and travel costs If you fail to arrive at your point of departure or connection in time to board your pre-booked aircraft, ship or train.*

UKI say this term is to cover costs to facilitate the customer reaching the connection as soon as is possible. But I disagree. This is largely aimed at people who have arrived at the connection point but have done so too late to meet their onward journey departure time. So they may require alternative or additional travel and accommodation costs. As such I'm unable to say the term is only intended to cover costs to reach the connection point.

I've also considered UKI's assertion that the term only covers costs incurred to continue with the journey. But I'm not persuaded that is clear. If it was the intention of this term to only cover extra costs needed to facilitate the onward journey, I would expect it to state as such. But there isn't any restriction on the costs, other than them being "reasonable". Which in this case I think they are.

I say that because Miss G and Mr P have explained they couldn't find a way to their end destination with enough time to catch the flight they were booked on back home. And they couldn't extend their weekend trip due to work commitments, so the only option for continuing their journey was to start to return home. I'm persuaded by this and think it is reasonable in the circumstances of this particular case because the trip was only ever intended to be a short weekend break from Friday to Sunday.

I appreciate that the missed connection term is for delays, and UKI argue it doesn't include diversions. But I still think it's reasonable for the claim to be considered under this section because the diversion led to Miss G and Mr P being delayed and missing their connection. So I think it's fair to apply it to the circumstances here.

On balance, I don't think it was reasonable for UKI to decline cover. For the reasons set out above, I'm persuaded it's fair for the claim for Miss G's and Mr P's additional costs to be considered under the missed connection section of the policy.

## Putting things right

U K Insurance Limited need to put things right by:

- Paying the claim for additional costs subject to the remaining terms of the policy.

### **My final decision**

I uphold this complaint against U K Insurance Limited and direct them to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G and Mr P

to accept or reject my decision before 28 July 2023.

Georgina Gill  
**Ombudsman**