

The complaint

Mr P is unhappy that his single trip travel insurance policy, underwritten by Euroins AD, didn't clearly set out that competitive mountain biking wasn't covered under the terms and conditions of the policy.

What happened

When taking out the policy Mr P took out additional cover which added "special sports table D cover". Mr P's trip included him taking part in a multi-day competitive mountain biking event.

Whilst away and before he took part in the event, Mr P says he had another question about the policy and it was during this call that he was told that the policy didn't cover him for competitive mountain biking. Mr P is unhappy because the special sports table under the section of the policy entitled 'optional sports and activities cover' says competitive cycling is covered under category D, which he'd opted to include when buying the policy.

Mr P says he didn't end up competing in the mountain biking event and returned home early as he wouldn't have been able to buy travel insurance to cover him after his trip had started. He says he's lost around £2,000 by not being able to take part in the event and rearranging his flights back to the UK. Mr P recalls only receiving a refund of the premium he paid for the policy from Euroins.

Mr P complained to Euroins. He didn't receive a substantive reply to his complaint other than being told it wouldn't cover anything not set out in the policy wording. It acknowledged the delays in progressing his complaint and said it hadn't carried out a full investigation. It offered £50 compensation.

Unhappy, Mr P brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold his complaint. Mr P disagreed and requested an Ombudsman's 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.

Euroins has an obligation to treat customers fairly.

I know Mr P will be disappointed but, for the following reasons, I don't uphold his complaint.

The optional sports and activities cover section, which Mr P bought as an add on to the policy, starts at page 10 and says:

Category A sports are automatically covered under your policy. Category B, C and D sports will be covered upon payment of an additional premium.

Payment for additional categories includes coverage for all preceding categories (e.g. if you pay Category D you will be covered for A, B and C also)...

The policy document then goes on to provide a table showing activities in alphabetical order, states whether these are included as category A, B, C or D and sets out any conditions of cover relating to each activity.

'Competitive cycling' is listed as category D on the condition that there's no personal liability cover.

Further down the list (but on the same page) is 'Mountain biking'. That's listed as category C and covered on the condition that competition/racing is excluded.

Mr P says that competitive cycling isn't defined, which I agree with. However, I think the policy terms are reasonably clear. Under the policy Mr P bought, he was covered for competitive cycling. However, he was only covered for mountain biking so long as it didn't involve competition/racing. The policy doesn't say this exclusion is overridden by Mr P opting for category D cover and also being covered for (amongst activities) competitive cycling.

In the context of bike riding, and the activities set out in the activities table in the policy, I'm satisfied there's a distinction between cycling and cycle touring (covered as standard as category A), mountain biking (excluding competition/racing) and competition cycling. So, I don't think Euroins unreasonably concluded that Mr P wasn't covered for the mountain bike event he was due to take part in and telling him so when asked. And I think this was made reasonably clear in the policy terms and conditions.

I don't know the basis on which Euroins refunded Mr P the premium paid for the policy. But I'm not persuaded that this means Euroins accepted Mr P's arguments. Mr P says he didn't receive any confirmation of the basis of the refund at the time.

Euroins also paid Mr P £50 to reflect delays in progressing his complaint and for not providing a substantive reply to his complaint. I accept that not receiving a substantive reply in a timely manner would've been frustrating for Mr P. I think the compensation paid by Euroins reflects the distress and inconvenience he experienced.

My final decision

I don't uphold Mr P's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 15 November 2023.

David Curtis-Johnson
Ombudsman