

The complaint

Mr C is unhappy that Euroins AD has declined a claim made on his travel insurance policy ('the policy').

What happened

The details of this complaint are well known to both parties, and as the facts aren't in dispute, 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.

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

I know Mr C will be disappointed, but I don't think Euroins has unfairly declined his claim for medical expenses incurred whilst abroad. I'll explain why.

- The policy terms and conditions say: "the insurance is only valid if you have insured the whole duration of each individual trip, as shown on your certificate of insurance". Trip is defined as: "a journey starting and ending in your home country...during the period of insurance".
- Mr C had the benefit of a single trip policy. The policy start date is reflected to be 22 January 2023 and end date is 27 January 2023. Mr C's claim form lists his scheduled departure date as 21 January 2023 and scheduled return date as 28 January 2023. So, I'm satisfied that the whole duration of the trip hadn't been insured and I don't think Euroins has unfairly relied on the terms of the policy to decline the claim on the basis that the insurance policy wasn't valid.
- When making this finding, I've taken on board what Mr C says about taking out cover for the dates that he did in good faith believing that this was the duration of cover he required for the period he was skiing, and he'd never taken out travel insurance before. However, I'm satisfied that the terms of the policy were clear; that it's only valid if whole duration of each individual trip is insured, as shown on your certificate of insurance.
- In the circumstances of this particular case, I think it would be fair and reasonable for Euroins to return the policy premium to Mr C (which I understand was around £25). He's had no benefit from the policy and Euroins hasn't incurred any claims expenditure. So, I think returning the premium would fairly reflect that Euroins was never on risk for a claim being paid as the policy wasn't valid, as set out in the policy terms.

Putting things right

Euroins needs to put things right by refunding the policy premium.

My final decision

I partially uphold this complaint, to the extent set out above, and direct Euorins AD to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 February 2024.

David Curtis-Johnson
Ombudsman