

## **The complaint**

Mr H is unhappy that Euroins AD (Euroins) declined his travel insurance claim.

Any reference to Euroins includes all its agents.

## **What happened**

Mr H took out a single trip '*Super Plus*' travel insurance policy. Euroins is the underwriter. The policy started on 9 July 2022 and ended on 15 July 2022.

Separate policies were taken out for Mr H's wife and his two sons.

Mr H and his family went on their trip in July 2022. On the last day of their trip, they went to a water park and left their personal belongings (including passports) in a locker. The items were unfortunately stolen. The theft was reported to the local police and to the travel representative.

As one of Mr H's sons wasn't 16 years old, they were advised to wait a few days until he was 16 to get a temporary passport. Otherwise, the process could've taken up to six weeks. The family extended their trip and paid for an additional 6 days' accommodation and rescheduled their return flights.

They submitted two claims when they returned to the UK – one on their travel insurance and one on their home insurance. The home insurance claim was settled for £806 which was around 90% of their total claim. It didn't settle for the additional accommodation, the change in flights and the passports and referred Mr H to his travel insurance policy.

In September 2022, Euroins settled claims for airpods (under the separate policies for the other family members and declined the claim for the additional accommodation, the cost of the change in flights and the temporary passports. It issued a final response in March 2023 and maintained that the claim was declined.

Mr H brought his complaint to this service. Our investigator looked into it and didn't uphold it. She said under the terms and conditions of Mr H's travel policy, the claim wasn't covered. She also recommended that Euroins pay Mr H £75 for the poor service it provided.

Mr H disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## **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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with

the best interests of their customers, and that they should handle claims promptly and fairly.

I've started by looking at the terms and conditions of the travel policy as this forms the basis of his contract with Euroins.

Page 8 of the policy document sets out what's covered under the section '*Loss of travel documents*':

*'We will pay up to the amount shown in the summary of cover for:*

*1. costs in obtaining a replacement passport or travel document (you are not covered for the cost of the document itself) to enable you to return to your home country following accidental loss or theft.'*

Having considered the above, the actual cost of the passport isn't covered under this section.

I've also looked through the other sections of the policy to see if there is cover for the additional accommodation and the cost of the change in flights. However, I can't see that there is.

Mr H is also unhappy about the delays and the service provided by Euroins.

Having looked at the available evidence, it's clear that Euroins caused delays of approximately 7 weeks in providing an answer to his claim. While I appreciate that it could have provided a quicker answer, the timescale isn't entirely unreasonable as it kept Mr H updated during this time. Euroins also missed Mr H's complaint point about delays and it wasn't acknowledged until our investigator started to look into it.

I agree that Euroins could have handled the claim better. However, taking everything into account, I think £75 compensation for the poor service is fair and reasonable.

Overall, I'm satisfied that Euroins declined Mr H's claim in line with the policy terms and conditions. And I think £75 compensation is fair and reasonable in the circumstances of this complaint.

### **Putting things right**

To resolve Mr H's complaint, within 28 days from the date we tell it that Mr H accepts our final decision, I direct Euroins to put things right as follows:

- Pay Mr H £75 compensation for the poor service it provided.

### **My final decision**

For the reasons given above, I partly uphold Mr H's complaint about Euroins AD.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 September 2023.

Nimisha Radia  
**Ombudsman**