

## **The complaint**

Mr and Mrs B are unhappy that Euroins AD (Euroins) declined their travel insurance claim.

Mrs B is the lead complainant on this complaint and while the policy is joint with Mr B, I will refer to Mrs B in this decision for the most part.

Any reference to Euroins includes all its agents.

## **What happened**

On 2 June 2022, Mr and Mrs B took out an annual travel insurance policy. Euroins is the underwriter on the policy.

The policy started on 6 August 2022 and expired on 5 August 2023.

They were due to go on their trip on 6 August 2022 for 14 days. Mrs B unfortunately fell ill. She was hospitalised from 15 July 2022 to 19 July 2022. The consultant recommended Mrs B not to travel and Mrs B spoke to her GP too on a number of occasions before the trip. On the day she was due to depart, as her GP said she was unfit to travel, Mrs B decided not to go ahead. She submitted her claim form to Euroins, after having asked her GP to complete the medical information required on the form.

Mr and Mrs B were due to get married on the first week of their trip and were to stay on for their honeymoon in the second week. The flights and accommodation were booked separately. The rest of the group went on with their travel plans but Mrs B didn't travel – her claim to Euroins was for the cost of her flight and her portion of the accommodation.

Euroins considered her claim but declined it. It said there was no cover for Mrs B under her travel policy as the illness happened before the start date of the policy. This is because cover under an annual travel insurance policy starts from the date the policy starts.

Unhappy with Euroins, Mrs B brought her complaint to this service. Our investigator looked into it and didn't uphold it. She said Mrs B has no cover under her policy for the cost of cancelling her trip. She said a start date of 6 August 2022 was selected and therefore cover only starts on the policy from that date.

Mrs B disagreed and asked for the complaint to be referred to an ombudsman. She said she wasn't aware that cover would only be available from the date the policy started as that was never made clear to her.

Mrs B also said she did not officially cancel the holiday but was just unable to travel on the date based on medical advice.

## **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 shouldn't unreasonably reject a claim.

I've started by looking at the terms and conditions of Mr and Mrs B's travel insurance policy as this forms the basis of their contract with Euroins.

Page 4 of your policy document, under the section '*Trip Duration Limits*' states '*the start and finish dates of the trip must fall within the 12 months period shown on your certificate of insurance*'.

I've reviewed Mr and Mrs B's policy certificate. They took out an annual multi-trip travel insurance policy and the start date shows as 6 August 2022. I can see the policy was taken out on 2 June 2022, but cover didn't start until the day they were due to go on their trip.

Based on the above information, there is no cover on the policy for the costs Mrs B is claiming for. Mrs B fell ill and was hospitalised in July 2022, prior to the departure date, and because the policy didn't start until 6 August 2022, I'm satisfied there is no cover available in the circumstances of what happened.

Mrs B says she didn't officially cancel the holiday, other members of the party went ahead on the trip, and she was told by her GP that she was unfit to travel on the day of the trip. I understand but the crux of the matter is that she fell ill before the policy started and therefore at this point in July 2022, there was no cover on the policy. So, whether she officially cancelled the bookings for the flight and accommodation isn't in question because either way she is claiming for the costs she's incurred for not going on the trip. She has herself cancelled going on the trip because of her health.

Annual travel insurance policies start on the date that the consumer chooses to start the policy— not on the date the policy is bought. Mrs B chose the start date as 6 August 2022. This means there's no cancellation cover in place for any insured event that takes place before the period of cover starts.

Mrs B has said the travel provider didn't make it clear that they had no cover until the date the policy started. I acknowledge this and if she remains concerned on this point, she should make a separate complaint to the travel provider as she took out the travel policy with them. This isn't the responsibility of Euroins.

Overall, I know Mr and Mrs B will be disappointed, but I'm not persuaded the claim is covered under the terms and conditions of their policy and I don't think Euroins has treated them unfairly. As such, I don't think there are any reasonable grounds upon which I could fairly ask Euroins to accept Mrs B's claim. It follows that I don't require Euroins to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs B's complaint about Euroins AD.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 22 November 2023.

Nimisha Radia

**Ombudsman**