

## **The complaint**

Miss D complains that Euroins AD hasn't accepted the evidence she submitted in support of her travel insurance claim.

## **What happened**

Miss D bought a single trip travel insurance to cover a trip between 5 and 26 August 2022. The policy covered her and her two children, and the insurer was Euroins.

Miss D travelled abroad as planned with her children. They were due to fly back on 26 August 2022 with a 6am flight. But on the way to the airport, the taxi broke down and they missed the return flight. Miss D booked new return flights back for 1 September 2022.

Miss D made a claim to Euroins for the cost of the additional flights. However, Euroins declined Miss D's claim. It said that Miss D hadn't provided evidence that the taxi broke down on the date she says it did, and that the receipt she had provided makes no reference to a breakdown. Euroins also said that the receipt was dated the same day as Miss D's return flight.

Miss D explained that she had taken the taxi to the airport around 2am on 26 August 2022 to make the flight at 6am. And the receipt from the garage showed the taxi was fixed around 10am. Miss D also said that if you translated the words on the receipt, these translated into "change" and "gearbox". So, Miss D said she'd provided the evidence Euroins had asked for.

Euroins has not responded to our requests for information on this complaint. So, one of our investigators looked into what had happened, and she based her findings on the information that Miss D had provided.

Our investigator was persuaded by Miss D's explanation of what had happened, and she thought the receipt from the garage supported the timeline. Our investigator thought it was more likely than not that the taxi was repaired around 10am after Miss D missed her 6am scheduled flight earlier the same day. She also thought it was more likely than not that the receipt showed there had been a breakdown, as the words could be translated to mean change of gearbox as Miss D had explained.

Overall, our investigator thought Euroins should pay Miss D's claim with 8% simple interest, as well as £100 for the distress and inconvenience it caused due to the delay on the claim.

Miss D accepted our investigator's findings, but Euroins didn't respond. As no agreement was reached, the complaint was passed to me to decide.

I asked Miss D if she had further evidence from the garage in support of the receipt, as it appeared that there could be different interpretations of the words in the receipt (change of gearbox or currency exchange). Miss D provided a letter from the garage confirming the receipt was issued by them, and that the gearbox of the car was fixed.

## **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.

As Euroins declined Miss D's claim due to lack of evidence of a breakdown before her flight, this is what I've considered in my decision. And having considered everything, I'm persuaded by Miss D's version of events. I'm persuaded that she took a taxi to the airport around 2am on 26 August 2022, and that the taxi broke down which meant that she missed her return flight. I think this is supported by the receipt from the garage around 10am the same day. I think it's more likely than not that the taxi driver would have taken the car to be repaired on the same day.

Whilst it appears the words on the receipt could have different meanings, I'm now persuaded by the further report from the garage confirming the gearbox of the car was fixed. And I think that having to change a gearbox at a garage is likely to mean there was a breakdown.

Overall, I'm persuaded that Miss D has provided the evidence Euroins has asked for, and it should now reassess her claim in line with the terms and conditions of her policy.

I also think Euroins has caused Miss D unnecessary distress and inconvenience when it didn't handle the claim as well as it should have. The investigator recommended Euroins should pay her £100 in compensation and I think this is fair and reasonable in the circumstances.

## **My final decision**

My final decision is that I uphold Miss D's complaint. I direct Euroins AD to accept there was a breakdown and reassess Miss D's claim in line with the terms and conditions of her policy. I also direct it to pay her £100 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 10 August 2023.

Renja Anderson  
**Ombudsman**