

The complaint

Mr D is unhappy that Euroins AD didn't accept a claim he made under his travel insurance policy.

Euroins appointed another company, who I'll call R, to handle the claim on its behalf. Euroins accepts responsibility for R. Any references to Euroins below also relates to R.

What happened

Mr D purchased an annual multi-trip travel insurance policy, covering him for trips in Europe. The policy started on 30 March 2022 and ended on 29 March 2023. The policy provided cover for various pre-departure and post-departure risks.

Mr D went abroad in August 2022. When his flight landed at its destination Mr D went to collect his suitcase from baggage reclaim. But his suitcase never arrived. Mr D said he reported this to the airline and received a property irregularity report for the loss.

Mr D has explained he continued to contact the airline to retrieve his bag. But this was unsuccessful. So, he made a claim under his travel insurance policy for the loss.

After making the claim Mr D provided various pieces of documentation to Euroins, including a list of the items lost. On 21 September 2022 Euroins responded to Mr D's claim, and said it wasn't able to provide a settlement for the claim at that time.

Euroins said this was because Mr D first needed to make a claim for the lost baggage with the relevant airline, under their conditions of carriage, via the Montreal convention. Euroins said that if, after Mr D had done this, there was a shortfall between his claim and the amount the airline paid him, he could come back to Euroins, who could consider the balance of the claim.

Euroins did however tell Mr D that the policy didn't provide cover for mobile phones. And, it said it also excluded cover for valuables that were not carried within hand luggage when they were lost. Euroins said Mr D's computer was checked in luggage when it was lost. So, it highlighted that any claim wouldn't provide settlement for the mobile phone or computer.

Mr D was unhappy with Euroins response. He explained he'd been trying to get his luggage back from the airline and hadn't been successful. Mr D forwarded an email to Euroins, dated 21 September 2022, from the airline, saying Mr D hadn't logged his claim within 24 hours, and so it wouldn't be doing anything more in relation to the bag.

In addition to this, Mr D was unhappy with the lack of cover for his mobile phone or computer item. As Mr D was unhappy, he raised a complaint about that matter.

Euroins responded to Mr D's complaint and maintained its position on the matter. As Mr D remained dissatisfied, he referred his complaint to this service for an independent review.

Our investigator considered this complaint. They said it was reasonable that in September 2022 Euroins required Mr D to pursue the airline for costs first. And they also noted that Euroins had acted fairly in saying Mr D's mobile phone and computer weren't covered by the policy.

Our investigator did however think it was likely Mr D had requested call backs on multiple occasions and these weren't answered. Our investigator considered that was frustrating for Mr D, and that £75 compensation should be paid to him for the impact this had.

Euroins didn't respond to our investigator's outcome. Mr D disagreed.

As the parties didn't agree, this complaint has been referred to me to decide.

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.

Having done so, I've decided to uphold this complaint in part, and require Euroins to pay Mr D £75 compensation. I don't require it to do anything more than that, in relation to this complaint.

I appreciate Mr D is going to be disappointed with this. It's clear he feels strongly about the matter. But I'd like to reassure the parties that I have considered all information provided to me when arriving at my decision. However, when explaining my decision, I've only referred to information I consider necessary to explain my reasoning. That isn't intended as a discourtesy to the parties – but is instead a reflection of the informal nature of this service.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether Euroins acted in line with these requirements, when it told Mr D that he would need to pursue the airline before it could accept any claim. And in Euroins telling Mr D his mobile phone and computer wouldn't be covered in this instance.

I've also considered the terms and conditions of Mr D's insurance policy, as these form the basis of the agreement between Euroins and Mr D.

Mr D's claim

Having considered the above, I'm satisfied Euroins acted fairly in the decisions it made on Mr D's claim.

Firstly, Euroins told Mr D, on 21 September 2022, that before it could provide any settlement for Mr D's loss, he first needed to pursue a claim with the airline, under the conditions of carriage, via the Montreal convention.

Euroins wasn't telling Mr D it wouldn't accept any claim at this point – just that Mr D needed to complete the above first. It told Mr D that after doing this, if there was any shortfall between the airline's payment and his claim, he would be able to approach Euroins to consider the balance of his claim.

I consider this to be fair. Mr D's policy explains, under the '*what is not covered*' part of the personal possessions and baggage section, that the policy doesn't provide cover for "*property more specifically insured or recoverable under any other source.*" This is usual in

insurance policies of the nature, and means Mr D would need to pursue other avenues of compensation fully, before the insurance policy would step in.

I do understand Mr D had attempted to gain his bag back through the airline and had been contacting it to resolve the issue. But I'm aware that at the time Mr D made his claim he did have the right to compensation from the airline, via the Montreal Convention. So, whilst the situation may have been frustrating for Mr D, it was reasonable for Euroins to tell Mr D to pursue this avenue further first, and return to it, following that avenue being exhausted.

It's my understanding that the matter may have moved on now, with Mr D receiving some compensation from the airline. With that being the case, Mr D would now be able to return to Euroins, for it to consider the remainder of his loss. So, if Mr D wishes to pursue any outstanding balance, he should return to Euroins for it to consider the matter further.

Mr D is also concerned that Euroins said that when Mr D returned to it, it would not be able to provide a settlement for Mr D's mobile phone or computer. Mr D said he didn't consider this to be fair – and said that his policy provided him with £250 cover for his computer.

I've therefore considered these concerns too. I agree Mr D's policy does provide cover for valuables (of which a computer is one of these under the policy), up to the value of £250. But this is only where the terms and conditions of the policy are met. Mr D's policy is clear in explaining, under the personal possessions and baggage section of the policy, that the following isn't covered:

"What you are NOT covered for

(...)

6. Loss, destruction, damage or theft:

b) of valuables not carried in your hand luggage (i.e carried on or about your person) whilst in transit;

(...)

12. mobile phones or smart phones"

Mr D's computer was in his suitcase, which was handed to the airline and placed in the hold whilst the airplane was in transit – rather than carried in his hand luggage. And as this is something the policy specifically says it doesn't cover, I don't think Euroins acted unfairly in saying it wouldn't be able to provide settlement for Mr D's computer. Euroins was acting in line with the policy terms.

Based on the above, the policy also makes it clear that mobile phones aren't covered. So, I don't think Euroins did anything wrong in confirming it wouldn't be able to pay anything in relation to the phone either.

Customer service

Mr D has raised concerns about the level of communication provided to him from Euroins. Mr D said he would receive generic email responses. And he said there were occasions when he had tried to speak to Euroins on the phone and had been unsuccessful.

Mr D also said he had spoken to one representative from Euroins, who I'll call A, who had told him he could send emails to the general mailbox, with A's name attached. This would mean Mr D's emails would go to A to respond. Mr D said he took this action, but A didn't respond. And Mr D said he asked A to call him numerous times, but this didn't happen.

Overall, I'm satisfied Euroins responded to Mr D's claim promptly. Mr D had a response to his claim inside a month of raising it with Euroins. I do however think that following 20 September 2022 Mr D was led to understand that if he mentioned representative A's name on an email, A would be provided with the email – with the inference being he would respond. But this doesn't seem to have happened as agreed.

I can see that Mr D emailed, mentioning A on 30 September 2022, and again on 3 October 2022, and I can't see A responded to him in the agreed way. I'm also aware Mr D said he has asked A to call him on a number of occasions, but this didn't happen either. For example, on Mr D's email of 3 October 2022, he said he'd asked A for a call five times and not had this response.

I don't know for sure how many times Mr A asked for a call – I've not seen all the evidence in relation to this. Or why A themselves didn't respond to Mr D's emails on 30 September 2022 and 3 October 2022. But, given the content of Mr A's emails I think it's likely he did try to speak to A and was successful. And it's clear A didn't respond to Mr D's emails. Given that this was what Mr D was led to believe would happen I can appreciate why that was frustrating for him.

With that in mind, I agree with our investigator that Euroins should provide Mr D with £75 compensation. It's clear from Mr D's email correspondence that he was frustrated and upset with A not responding to him – given what he was led to believe. And I think £75 fairly recognises the frustration that Mr D experienced.

My final decision

Given the above, my final decision is that I require Euroins AD to pay Mr D £75 compensation. I don't require it to do anything more than that.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 August 2023.

Rachel Woods
Ombudsman