

The complaint

Mr J has complained Euroins AD unfairly declined his claim.

What happened

Mr J bought a travel insurance policy, underwritten by Euroins. He was due to travel abroad but when he left home, his route was blocked due to adverse weather, floods and a fallen tree. So he missed his flight and booked alternative flights a couple of days later.

Mr J made a claim which Euroins declined. It said Mr J didn't cancel his holiday and said the missed departure section only applied if he had left his home to begin his trip. And so it said his claim wasn't covered.

Unhappy, Mr J referred his complaint to the Financial Ombudsman Service. Our investigator looked into the complaint and found that Euroins had unfairly declined the claim. He said the missed departure section provided cover and Euroins should reassess the claim and pay interest if it accepted his recommendation.

Euroins didn't respond and so the case has been passed to me for a final 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.

Having done so, I agree that this complaint should be upheld.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy terms confirm the cover available. Mr J didn't cancel his trip, he missed a flight and so the relevant section is the missed departure section. This says: *"We will pay You up to the amount shown in the Policy Schedule for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching Your overseas destination or returning to the United Kingdom...Cover is only provided as a direct result of one of the following events...strike industrial action or adverse weather conditions."*
- Mr J said he did leave his home and was unable to continue his journey due to road closures, flooding and a fallen tree. He drove for a couple of miles attempting to get out of his village but had to turn around when his route was blocked. I am therefore satisfied that Mr J did start his trip and so his claim should have been accepted under the missed departure section.
- I've considered the recommendation made by the investigator. Euroins didn't respond. I think there is enough evidence to show that the claim should be covered and so Euroins should pay the claim rather than simply reassess it. It should treat the

claim as covered under the missed departure section. And it should also pay 8% simple interest.

My final decision

For the reasons set out above, I uphold this complaint and direct Euroins AD to:

- Pay the claim under the missed departure section in line with the remaining terms and conditions.
- Add 8% simple interest on the amount paid from one month after the claim was submitted to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 13 June 2024.

Shamaila Hussain
Ombudsman