

The complaint

Mr and Mrs S complain because Euroins AD hasn't paid their travel insurance claim.

What happened

Mr and Mrs S were insured under an annual travel insurance policy, provided by Euroins.

Unfortunately, Mrs S was admitted to hospital on the day she and Mr S were due to travel abroad and they made a claim with Euroins for the cost of cancelling their holiday.

Mr and Mrs S sent Euroins a medical certificate which confirmed that Mrs S had been taken to hospital on her intended departure date, along with some of her medical records. Mr and Mrs S also sent Euroins booking invoices for car parking, flights and accommodation together with information about the refund policies for each of the bookings.

Euroins said it needed cancellation invoices for the bookings showing whether any refunds had been given to Mr and Mrs S. When Mr and Mrs S said they had no way of obtaining cancellation invoices, Euroins said it would require letters of 'no show/no refund' from each of the providers.

Mr and Mrs S subsequently said this information had already been provided, and asked Euroins to make a decision about their claim. Euroins said it wasn't refusing to pay Mr and Mrs S's claim but that they'd need to provide evidence to show they hadn't received or weren't entitled to any refunds.

Unhappy, Mr and Mrs S brought the matter to the attention of our service.

One of our investigators looked into what had happened and said she didn't think Euroins had acted unfairly or unreasonably in the circumstances. Mr and Mrs S didn't agree with our investigator's opinion, so the complaint has been referred to me to make a decision as the final stage in our process.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must provide reasonable guidance to help a policyholder make a claim and provide appropriate information on its progress. I've taken these rules into account when making my final decision.

It's up to a policyholder to provide evidence to demonstrate that they have a valid claim under their insurance policy and I'd expect a policyholder to cooperate with an insurer's reasonable enquiries if they wish for their claim to be paid.

Generally, the policyholder must bear the costs of showing they have a valid claim (for example, any costs involved in obtaining medical certificates and/or medical records) and

this is specifically stated in the terms and conditions of Mr and Mrs S's policy.

Mr and Mrs S's policy covers cancellation in certain circumstances, where the policyholder cannot obtain a refund elsewhere. So, it's for Mr and Mrs S to provide evidence that they haven't received any refund from their car parking, flight and accommodation providers.

Mr and Mrs S have provided evidence that Mrs S was admitted to hospital on the day they were due to travel. Mr and Mrs S have also provided evidence of the refund policies from each of the providers showing that they weren't entitled to refunds. But these refund policies don't demonstrate that Mr and Mrs S didn't actually receive a refund.

It's not unusual for providers to be more flexible than their refund policies state and to accommodate the transfer of bookings to alternative dates, issue credit notes and/or issue refunds in circumstances involving ill-health. Mr and Mrs S need to show, not only were they not entitled to a refund, that they didn't receive any refund. So, it's not unreasonable for Euroins to ask Mr and Mrs S to obtain evidence from the car parking, flight and accommodation providers that no refund was given.

I understand Mr and Mrs S weren't in a position to cancel their travel arrangements because of Mrs S's admission to hospital and, therefore, they simply didn't show up for the car parking, flights and accommodation. But providers like these (including private accommodation owners) commonly issue 'no show/no refund' letters on request. Euroins has explained this to Mr and Mrs S and this is what Euroins is asking them to provide. I don't think this is unfair or unreasonable in the circumstances.

Mr and Mrs S say they are being asked for documents which don't exist. I don't agree, and I can't see that Mr and Mrs S have made any attempt to obtain 'no show/no refund' letters from the car parking, flight and/or accommodation providers.

I'm satisfied that Euroins emails of 9 June 2023 and 19 June 2023 were clear in setting out to Mr and Mrs S what information it needed and if Mr and Mrs S want their claim paid then they'll need to provide Euroins with what it has asked for by contacting the car parking, flight and accommodation providers and asking for confirmation that they didn't show up and didn't receive any refund.

I understand Mr and Mrs S are unhappy with the time taken by Euroins in dealing with this matter. While the claim was first registered in 2022, the claim form is dated February 2023 so, presumably, was only returned to Euroins after this date. Euroins told Mr and Mrs S in April 2023 and June 2023 what information it needed so, based on the evidence I've seen, I don't think there were excessive or unreasonable delays by Euroins in progressing the claim.

Mr and Mrs S are also unhappy with Euroins' delays in dealing with their complaint but this isn't something which I have the power to punish Euroins for and I'm pleased to see this didn't prevent Mr and Mrs S from bringing the matter to the attention of our service.

I'm sorry to disappoint Mr and Mrs S, but I won't be directing Euroins to do anything more.

My final decision

My final decision is that I don't uphold Mr and Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 18 December 2024.

Leah Nagle
Ombudsman