

The complaint

Mr and Mrs R are unhappy with how Euroins AD handled a claim on their travel insurance policy.

Reference to Euroins includes any of their agents.

What happened

On 15 March 2022, Mr and Mrs R took out a single trip travel insurance policy which covered them between 16 February 2023 to 2 March 2023.

On 29 November 2022, Mr and Mrs R unfortunately had to cancel their holiday and wanted to cancel their travel insurance policy due to ill health. They requested a pro-rata premium refund for the unused days in their policy.

Euroins said the policy was cancelled outside the 14 day cooling off period so no refund of premiums was due. But Mr and Mrs R think this is unfair.

Mr and Mrs R are also unhappy with the customer service they received. They said the advisor wasn't helpful and when they asked to speak to a manager the advisor said they wouldn't be told anything different. The advisor went away but wouldn't let them speak to anyone else and then they cut off their call.

They referred the matter to this service. Despite our repeated requests, Euroins didn't send us a copy of its complaint file. Our investigator said she didn't think Euroins had been unfair to retain the premiums outside the 14 day cooling off period. But she partially upheld the complaint because Euroins hadn't provided evidence to show they'd provided sufficient customer service when discussing the premium refund. She recommended Euroins pay £100 compensation.

Mr and Mrs R agreed but Euroins didn't respond to our assessment.

The complaint has now been passed 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.

In the absence of any information from Euroins I've considered all the available evidence and arguments from Mr and Mrs R to decide what's fair and reasonable in the circumstances of this complaint.

Premium refund

A policy holder isn't usually entitled to any premium refund unless they cancel within the 14 day cooling off period. If they cancel the policy outside of this time, they're only entitled to a premium refund if the policy terms and conditions provide for it.

The cancellation terms of Mr and Mrs R's policy state:

"You have the right to cancel this policy within 14 daysIf you do decide to cancel the policy during the 14 day cooling off period then your premium will be refunded in full.... Should you decide to cancel after the 14 day cooling off period no refund will be given"

So I don't think Euroins acted unfairly in not refunding the premiums as Mr and Mrs R's policy terms don't give provision for this. I'm satisfied the terms are clear that no refund is given if the policy is cancelled after 14 days and I think Euroins has fairly applied that term in this case.

I understand Mr and Mrs R feel that they paid for a policy that they didn't use. But I'm mindful they did have cover from March 2022 to November 2022 and Euroins were on risk during that time to cover any eligible pre travel claim.

Customer service

Mr and Mrs R have been fairly detailed in their recollections of their contact with Euroins. They know the date and time of their call and the name of the agent they spoke. So despite the time that has passed since the call took place, I'm persuaded by their detailed submissions about what took place.

From the final response letter provided to us by Mr and Mrs R I can see Euroins have listened to the call in question. They said their advisor handled the call appropriately. They explained there wasn't an escalation process during calls so the advisor had done the right thing by adding a note to request someone call Mr and Mrs R back. But they pointed out he hadn't promised them any timeframe.

From Mr and Mrs R's submissions its clear they found this call unhelpful and frustrating. As Euroins haven't provided a copy of the call, I've not been persuaded otherwise.

I also note Euroins has said the advisor made a note to show Mr and Mrs R had requested a call back. But there is no evidence to show when or if Euroins ever attempted to make this call back. Despite the advisor not promising a timeframe, I think its reasonable for Mr and Mrs R to have relied on that statement and been disappointed when they didn't hear anything further from Euroins.

Putting things right

In the absence of any evidence to show Euroins provided clear and helpful advice to deal with Mr and Mrs R's concerns, they need to pay £100 compensation for the poor service they provided.

Euroins AD needs to put things right by:

- Paying £100 total compensation to Mr and Mrs R for the poor customer service during their call.

My final decision

I'm upholding this complaint against Euroins AD and direct them to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 23 April 2024.

Georgina Gill
Ombudsman