

## **The complaint**

Mr and Mrs M are unhappy about the way Euroins AD dealt with their claim when Mr M needed medical assistance abroad.

All reference to Euroins includes any agents acting on its behalf.

## **What happened**

Mr and Mrs M had a travel insurance policy, underwritten by Euroins AD. Whilst abroad, Mr M required emergency medical assistance as a result of serious ill health and made a claim.

He complained to Euroins about delays and that it had only paid a proportion of his claim. Euroins said Mr M had made a misrepresentation when he bought the policy and so it settled his claim proportionally at 75%.

Unhappy, Mr M referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and found that Euroins had failed to demonstrate that Mr M had made a qualifying misrepresentation and so it wasn't entitled to settle the claim proportionally and recommended it pay the full claim, plus interest.

Both sides agreed but Mr M has since told us that part of the settlement is still outstanding.

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 think this complaint should be upheld. I'll explain why.

- The background to this matter is well known to both parties so I won't repeat the facts here. Instead, I will focus on what I consider to be key to my conclusions.
- Our investigator sent her opinion to both parties in which she recommended that Euroins pay the claim in full, plus interest. Both sides agreed to the recommendation but Euroins hasn't confirmed that it has paid the claim in full.
- Both sides accepted what the investigator said. In summary, Euroins hasn't shown that Mr M made a qualifying misrepresentation when he bought the policy and so it wasn't entitled to rely on the remedies set out in the relevant law, which in this case, is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA).
- I agree that Euroins has to show Mr M made a qualifying misrepresentation and as it has failed to do so, there are no remedies available to it under CIDRA. So I agree it should pay the claim in full, plus interest at a rate of 8% simple per annum.

- Mr M says he paid 25% of the medical costs directly to the hospital but hasn't yet received reimbursement for this. Euroins should provide Mr M with reimbursement without delay. If Euroins requires evidence of the costs paid, Mr M should provide this to Euroins.

### **My final decision**

For the reasons set out above, I uphold this complaint and within 28 days of Mr and Mrs M confirming they accept my decision, I direct Euroins AD to:

- Pay the remainder of Mr M's claim (25% of the total medical costs) and add 8% interest to the sum due, calculated from the date Mr M paid the costs, to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 25 April 2024.

Shamaila Hussain  
**Ombudsman**