

## The complaint

Mr and Mrs G have complained that Euroins AD declined a claim they made on a travel insurance policy.

## What happened

Mr and Mrs G were due to go on holiday on Sunday 27 August 2023. On Friday 25 August 2023 Mrs G sustained an injury to her right foot and attended A&E. As she was still unable to put weight on the foot the following day, they cancelled the holiday. Because it was a bank holiday weekend, the first opportunity Mrs G had to see her GP was on Tuesday 29 August 2023.

Euroins declined the claim on the basis that the evidence didn't show it was medically necessary to cancel the trip.

Our investigator didn't think Euroins had assessed the claim fairly or reasonably. So, she recommended that it should pay the claim and add 8% simple interest from one month from the date the claim was submitted.

Euroins disagrees with the investigator's opinion and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on Euroins by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Euroins to handle claims promptly and fairly, and to not unreasonably decline a claim.

Euroins have relied on the following term in the policy to decline the claim:

### *'Special Conditions Relating to Claims*

*2. If You cancel the Trip due to Bodily Injury, illness or Complications of Pregnancy and Childbirth, You must provide a medical certificate from the Medical Practitioner of the person whose condition has led to the cancellation stating this was necessary, unavoidable and unexpected.'*

On the medical certificate, in answer to the question: '*Date you advised the need to cancel*', the GP has written: '*N/A*'. Euroins says this isn't sufficient to confirm that cancellation of the trip was medically necessary.

As the GP first saw Mrs G two days after the planned start date of the trip, he clearly wasn't in a position to advise her in advance that she should cancel, hence his answer of '*N/A*'.

Euroins says it would need confirmation from the GP that, at the time he saw Mrs G, he agreed that the decision she made to cancel the trip was the correct decision. It has also said that the hospital diagnosis was for a 'bruise to toe', which wouldn't normally be reason enough to have to cancel a holiday.

I consider it unreasonable for Euroins to insist on the need for further information, because I think the information already provided holds sufficient weight to demonstrate that the cancellation was medically necessary.

On the medical certificate, the GP was also asked: '*Date it first became apparent of the need to cancel*', to which he has responded: '25/08/2023'. I think this signifies that the GP was in agreement that there was a need to cancel. If he wasn't in agreement, he could have said so here.

Although the hospital diagnosis does say bruise to toe, that is only a small part of the more extensive medical information that has been provided. The radiography examination from the hospital records pain, swelling and mild deformity, such that an xray was required to rule out a fracture. Mrs G visited the GP again on 7 September 2023 because she was still in pain and was advised that the soft tissue injury would likely take 4-6 weeks to heal. She was offered a fit note but said that she would speak to her employer about taking more frequent breaks. However, on 15 September 2023 she was signed off as not fit for work.

I consider it clear that Mrs G's injury was such that she would not be able to go on the holiday, particularly given the active nature of the holiday where there would have been a lot of walking and getting on and off coaches involved.

On balance, I'm satisfied that Euroins had enough information to settle the claim. Therefore, it acted unreasonably in declining it.

Euroins should now pay Mr and Mrs G £560 (the £750 cost of the holiday less the excess of £95 per person). It should add 8% simple interest to this amount from one month after the date the claim was submitted until it is paid.

If Euroins considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs G how much it's taken off. It should also give them a tax deduction certificate if they ask for one so they can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons I've explained, I uphold the complaint and require Euroins AD to settle the claim, with added interest, as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 5 July 2024.

Carole Clark  
**Ombudsman**