

The complaint

Mr S complains that Euroins AD hasn't paid a claim under his travel insurance policy.

What happened

Mr S' family member has represented him throughout the complaint. For ease of reading, I've only referred to Mr S in my decision.

Mr S took out a single trip travel insurance policy on 11 July 2023 to cover a package holiday between 3 and 18 November 2023. The insurer was Euroins AD.

Mr S arrived at the airport ready to depart on the trip. Unfortunately, the tour manager didn't think Mr S was fit to travel. So, they arranged for Mr S' family to pick him up from the airport and take him home.

Mr S made a cancellation claim to Euroins AD for the cost of the trip. But it declined the claim as Mr S hadn't provided a medical certificate from a medical practitioner confirming that the cancellation of the trip was necessary – as required under the policy terms.

Unhappy with Euroins AD's response, Mr S brought a complaint to this service. One of our investigators looked into what had happened. Having done so, he didn't think Euroins AD had acted unfairly or unreasonably when it declined the claim for the reasons it did.

Mr S didn't agree with our investigators' findings. In short, he said the following:

- He was completely innocent of any fault. Mr S didn't make the decision not to travel, this was done by the tour operator.
- Mr S' family were more worried about his welfare at the time, rather than getting a medical assessment done for insurance purposes.
- The tour operator led Mr S to believe this would be covered by his travel insurance policy.

As no agreement was reached, the complaint has 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr S' complaint.

Mr S' policy provides cover for cancellation in the following circumstances:

"1) the death, bodily injury or illness of you, a close relative, your travel companion or any person you have arranged to stay with during your trip;

- 2) you, your travel companion or any person you have arranged to stay with during your trip receiving a diagnosis of coronavirus within 14 days of the start of the trip or in the case of being admitted to hospital due to coronavirus within 28 days of the start of the trip;
- 3) your booked accommodation being required to close after you have checked in at your booked accommodation because of you, a guest or employee being diagnosed with coronavirus;
- 4) you or your travel companion being denied boarding following either a coronavirus diagnosis or receiving a temperature test or other medical test reading which falls outside of the transport provider's terms of travel;
- 5) you being called for jury service or as a witness in a Court of Law (but not as an expert witness or where your employment would normally require you to attend court); or
- 6) your redundancy, provided that you were working at your current place of employment for a minimum of 2 years and that you were not aware of any impending redundancy at the time this policy was issued or the trip was booked; or
- 7) your home being made uninhabitable due to: accidental damage, burglary, flooding or fire;
- 8) the police requesting your presence following burglary or attempted burglary at your home; or
- 9) your or your travel companion's passport being stolen during the 7 days before the start date of your booked trip; or
- 10) you, or your travel companion, who is a member of the Armed Forces, emergency services, the nursing profession or a government employee being ordered to return to duty."

The cancellation section also sets out under "What you are NOT covered for" the following exclusion:

"claims where you have failed to obtain a medical certificate from a medical practitioner, confirming that cancellation of the trip is necessary".

As a policyholder, it's for Mr S to show he has a valid claim under the policy. He's provided a letter from the tour operator in support of his claim. In this letter, the tour manager explained, amongst other things, that upon meeting Mr S at the airport, he seemed confused, his hands were shaky, and he answered most questions incorrectly. The tour manager said they were very concerned about taking Mr S on the trip, and they weren't confident he'd be able to manage to look after himself. The tour manager said they would have worried about Mr S' safety. So, the tour manager concluded Mr S was not fit to travel.

Looking at the above policy terms, Mr S' circumstances aren't listed as a specified event that the policy covers cancellation for. And if Mr S was too ill to travel, he hasn't provided a medical certificate from a medical practitioner as required by the policy terms. I don't think it would be fair for me to ask Euroins AD to accept the claim based on the tour manager's opinion that Mr S wasn't fit to travel – they weren't a medical professional providing a medical opinion.

I've also looked through the other sections of Mr S' policy. Having done so, I don't think the remaining terms provided cover for the situation he found himself in either.

It's clear that cancelling the trip wasn't Mr S' choice. But for the reasons I've explained, I think Euroins AD acted fairly and reasonably in saying the claim wasn't covered by the policy terms and conditions. I'm sorry to disappoint Mr S, but I don't think there's anything Euroins AD needs to do, to put things right.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 April 2025.

Renja Anderson
Ombudsman