

The complaint

Mrs T complains about how Euroins AD dealt with a claim against her travel insurance policy. Reference to Euroins includes its agents.

What happened

In summary, Mrs T had a single trip travel insurance policy underwritten by Euroins. Unfortunately, during her trip her belongings were stolen from her hotel room whilst she was at dinner in the hotel. Mrs T hadn't used the safe in her hotel room as it was broken. She says she had reported the broken safe, but nothing was done about it. Mrs T took her passport, some money, payment cards and jewellery with her to dinner. After the burglary, Mrs T was left with only the clothes she was wearing, the items she had taken to dinner with her and a few items dropped by the burglar or burglars.

Mrs T says the burglar or burglars also stole all the items in the room of her fellow traveller on the trip, who I'll refer to as 'M'. The safe was taken from the wall of M's hotel room.

The incident was reported to the police. On the following morning, Mrs T says her tour manager reported the incident to Euroins on her behalf and Mrs T's daughter in the UK also called Euroins. Mrs T says she went to a pharmacy where she was told none of her medication was available in the country she was in. Mrs T decided to curtail her trip as she didn't have her belongings, the clothes and equipment she needed for the rest of her trip or all her medication. She made a claim against her policy in relation to the stolen items and curtailment of her trip.

Euroins settled the claim in relation to Mrs T's personal possessions, subject to deductions for wear and tear and the excess due under the policy. It declined Mrs T's claim in relation to her mobile phone, money in her suitcase and curtailment costs. Euroins said the policy doesn't cover those items. It said if Mrs T could provide evidence to show she'd reported the broken safe to the hotel, it would be willing to consider her claim for money in her suitcase. Mrs T didn't think that was fair and pursued her complaint.

Mrs T believed the policy would cover all eventualities. She said the incident which led to the claim was traumatic and caused distress and she was very disappointed to cut short the trip. Mrs T doesn't think it's fair the policy only covers curtailment in certain, specified circumstances. Mrs T says M's claim against her insurer has been settled in full. She wants Euroins to pay the remainder of her claim.

One of our Investigators looked at what had happened. She didn't think Euroins had treated Mrs T unfairly or unreasonably in declining parts of her claim, in accordance with the terms of the policy. The Investigator said she'd reviewed Euroins settlement of Mrs T's claim for her personal possessions and thought it was reasonable.

Mrs T didn't agree with the investigator. She reiterated that her tour manager contacted Euroins on the morning after the theft. Euroins asked whether Mrs T needed medical

assistance and when she said she didn't, it said she should submit a claim when she returned home at the end of the trip. Mrs T says her daughter was given the same information when she contacted it from the UK on her behalf. It wasn't until some time later Mrs T realised the seriousness of being without her medication. She said she didn't have access to a phone but phone messages were relayed to her by the hotel's reception staff and on some occasions, she was asked to go to the phone.

Mrs T said she dealt with her money as securely as she could. The whole safe was stolen from M's room, so her money would have been stolen even if she'd put it in a safe.

Mrs T is concerned about the deduction Euroins made in relation to her suitcase. She says she was only aware of the extent of the cover after she'd paid the premium.

The Investigator considered what Mrs T said but didn't change her view. Mrs T asked that an ombudsman consider her complaint, so it was passed to me to decide.

My provisional decision

On 24 June 2025, I sent both parties my provisional decision in this case in which I indicated I intended to uphold Mrs T's complaint in part. I said:

'The relevant rules and industry guidance say that Euroins has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably.'

I'm very sorry to hear about what happened and I don't doubt it was extremely distressing. Mrs T has referred to M's claim against another insurer. I can't comment on that because M and her insurer are not parties to this complaint. In this decision, I'm looking at whether Euroins treated Mrs T fairly and reasonably in its handling of her claim. The starting point in relation to that is the terms and conditions of Mrs T's policy. Policies issued to others by another insurer may well have different terms and conditions which result in a different outcome following a similar claim.

Having considered the matter carefully, I uphold Mrs T's complaint in part and I'll explain why:

- *Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, insurers can decide what risks they wish to cover. I don't know of any travel policy that covers any eventuality a traveller might face.*

Mrs T's claim following curtailment of her trip

- *Mrs T's policy covers unused travel and accommodation costs if she cuts short her trip and returns home because of certain, specified events. The list of specified events in Mrs T's policy are typically found in policies of this type. We call them insured perils. What happened here isn't an insured peril. I think Euroins acted in accordance with the terms and conditions of the policy when it declined Mrs T's claim for curtailment. I've gone on to consider whether that results in a fair and reasonable outcome in this case because in some circumstances, we'd ask an insurer to go beyond the terms and conditions of the policy where that's necessary for a fair and reasonable outcome.*

- *Mrs T says she had no option but to curtail her trip because she didn't have her belongings, any warm clothes or her medication. She has provided a letter from her GP which says Mrs T was unable to continue her trip without her medication. The GP says without two of Mrs T's regular medications her health may have been at risk. Mrs T says her medication wasn't available in the country she was in. In essence, Mrs T says she would have become ill without her medication. Illness is an insured peril in the cancellation and curtailment section of the policy.*
- *Euroins say its medical officer says Mrs T's medications could have been obtained from a doctor in the town Mrs T was in or from the next city on the group itinerary. It says it could have assisted Mrs T with this if she had contacted it at the time. I accept Mrs T's tour leader and daughter contacted Euroins after the incident, but they didn't discuss the local availability of Mrs T's medication or her intention to curtail her trip.*
- *On balance, I prefer to rely on what Euroins' medical officer says about the availability of Mrs T's medication in the country she was in. I accept that Euroins could have assisted Mrs T in replacing her medication. I don't think Mrs T has shown that it was necessary to curtail her trip to prevent illness.*
- *I've considered this matter carefully. The circumstances which led to Mrs T's claim for curtailment are not an insured peril. I don't think there are any grounds on which I can fairly direct Euroins to deal with Mrs T's claim for curtailment in the circumstances that arose here.*

Mrs T's claim for money in her suitcase

- *Subject to the policy terms and limits, Mrs T's policy covers money stolen whilst being carried on her person or left in a locked safety deposit box or equivalent facility. Here, the stolen money was in a concealed pocket at the bottom of Mrs T's suitcase. So, what happened here isn't covered by the policy terms. But I don't think that leads to a fair and reasonable outcome in this case and I'll explain why.*
- *Mrs T says – and I accept – the safe in her room was broken so she didn't use it and that the whole safe was removed from the wall and stolen in its entirety from M's room. Mrs T says the police found an iron bar left at the scene. On balance, I think it's more likely than not that Mrs T's money would have been stolen even if she had secured it in a locked safe in her hotel room.*
- *In response to Mrs T's complaint, Euroins said if she could provide a copy of her report to the hotel about the broken safe, it will reconsider this part of her claim. But I don't think it's necessary for Mrs T to provide evidence she reported the broken safe to the hotel for the fair resolution of this case. That's because I've found above that, even if Mrs T had secured her money in a locked safe, it's more likely than not that it would have been stolen.*
- *In the particular circumstances of this case, I think a fair and reasonable outcome requires Euroins to settle Mrs T's claim for the money stolen from her suitcase, subject to the remaining terms of the policy and policy limit. Euroins should also pay interest on any settlement.*
- *Mrs T has been caused distress and inconvenience as a result of Euroins declining this part of her claim. I think fair compensation for that is £100. In reaching that*

view, I've taken into account the nature, extent and duration of Mrs T's distress and inconvenience caused by Euroins decision in relation to this part of her claim.

Mrs T's claim for personal possessions

- Subject to the policy terms and limits, Mrs T's policy provides reimbursement for the value of stolen personal possessions. The policy also says Euroins will make a '...proper allowance for wear and tear and depreciation'.*
- There's a general condition in the policy that provides Mrs T must provide information, evidence and receipts. I don't think Euroins acted unfairly in asking Mrs T to provide further information about the stolen items. I appreciate Mrs T couldn't provide proof of ownership for every item included in her claim. Euroins proceeded on the basis of what Mrs T said about the items she claimed for. I think that was fair.*
- There's an exclusion in the policy in relation to mobile phones. I think Euroins was entitled to rely on that exclusion, so I don't think it treated Mrs T unfairly or unreasonably in declining to pay that part of her claim.*
- I've looked at how Euroins dealt with the claim for the remaining items. It made appropriate deductions for wear and tear and depreciation. Mrs T has specifically referred to her suitcase. In her claim, she said she bought the suitcase in 2014 for £120. The policy doesn't cover replacement costs, so the cost of Mrs T replacing the item isn't relevant here. Euroins made a deduction of 90%. I think that was reasonable for a suitcase that was over ten years old.*

The policy documentation

- In response to the Investigator's view, Mrs T said she wasn't aware what cover the policy offered until after she'd paid the premium. Euroins is the underwriter and isn't responsible for the sale of the policy. Nevertheless, it's required to provide information that's clear and not misleading. I think the policy documents are clear and not misleading. It was open to Mrs T to cancel the policy in the cooling off period if she considered it wasn't suitable for her needs.'*

Responses to my provisional decision

Euroins provided a response to my provisional decision in a format we couldn't access. The Investigator asked Euroins to provide its response in another format, but no further response was received.

Mrs T responded at some length, which I won't set out in full here. In summary, Mrs T said she accepted my conclusions in relation to the parts of her claim relating to money in her suitcase and personal possessions. She said she can't recall saying she was able to use the hotel reception's phone. Mrs T says calls from third parties were relayed to her by reception staff and she was sometimes asked to go to the phone. The reception staff called her family on her behalf in order to tell them about her return flight.

Mrs T says her comments about being unaware of the extent of the policy cover related to the curtailment section of the policy, not the personal possessions section of the policy. She says she didn't receive a full copy of the policy until she'd paid the premium. Mrs T says it's reasonable to expect cover for incidents related to loss and medical needs.

Mrs T reiterated that the day after the burglary, a pharmacist said her medication wasn't licensed in the country she was in. She says it's impossible or improbable that she could have contacted a local doctor for substitute medication. Mrs T says it took her GP many weeks to stabilise her health. She says the trip's itinerary was one of almost daily travel so it would have been difficult to attend appointments with doctors or visit pharmacies.

Mrs T says not only was her warm clothing stolen but also the specialist walking equipment she needed for the trip. She says she didn't have an opportunity to replace those essential items. Mrs T says all the circumstances here - the trauma of the burglary, lack of medication and essential equipment – are sufficient to support the very difficult decision she made to curtail her trip.

Mrs T says when she first made her claim, Euroins should have told her a claim for curtailment of her trip wasn't covered by the policy.

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.

Mrs T accepts my provisional decision in relation to her claim for money in her suitcase and personal possessions and we've received no substantive response from Euroins. So, I make no further comment on those parts of Mrs T's claim.

I also note what Mrs T says about access to the hotel reception's phone. Based on Mrs T's own descriptions, both in response to my provisional decision and in her complaint form, I'm satisfied, on balance, that Mrs T had access to a phone, albeit on a limited basis.

In the circumstances that arose here, I can quite understand Mrs T's wish to return home. But what happened here – burglary leading to trauma, loss of essential equipment and medication - isn't an insured peril in the curtailment section of her policy. I haven't seen a policy of this kind which covers a curtailment claim in these circumstances. Nevertheless, I've considered whether that results in a fair and reasonable outcome in this case.

I don't think it would be fair and reasonable to direct Euroins to deal with a claim for curtailment because Mrs T would have great difficulty replacing essential items she needed for her onward travels. That's not something Euroins chose to include cover for in the curtailment section of the policy.

I've looked again at what Mrs T says about her medication and the letter she's provided from her GP. Euroins' medical officer says Mrs T's medication could have been obtained from a doctor in the town Mrs T was in or from the next city on the group itinerary. It says it could have assisted Mrs T with this if she had contacted it at the time. I accept what Euroins says about this. That's because it has medical teams with experience of assisting travellers in similar circumstances. I prefer to rely on what Euroins medical officer says about the availability of Mrs T's medication in the country she was in. I accept Euroins could have assisted Mrs T in replacing her medication. I don't think Mrs T has shown it was necessary to curtail her trip to prevent illness.

In this decision, I'm dealing with Mrs T's complaint which led to Euroins final response of 11 November 2024. Based on what I've seen, Mrs T didn't include in her complaint her concern about Euroins not declining her claim for curtailment as soon as it was received. So, I don't comment further on that in this decision.

I've considered what Mrs T has said and I've looked again at the circumstances of this complaint. I'm sorry to disappoint Mrs T but I find no basis on which to depart from my earlier conclusions. For the reasons I've explained, I don't think Euroins acted unfairly or unreasonably in declining Mrs T's claim for curtailment or in its handling of her claim for personal possessions. I uphold Mrs T's complaint in relation to Euroins' handling of her claim for money in her suitcase.

Putting things right

In order to put things right, I direct Euroins to:

- Settle the part of Mrs T's claim in relation to theft of money from her suitcase in accordance with the remaining terms of the policy and policy limit.
- Pay interest on the settlement at the simple rate of 8% per year from one month from the date of the claim, to the date of settlement.
- Pay compensation of £100 in relation to distress and inconvenience.

HM Revenue & Customs requires Euroins to take off tax from this interest. Euroins must give Mrs T a certificate showing how much tax it's taken off, if she asks for one.

My final decision

My final decision is I uphold this complaint in part. Euroins AD should now take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 5 September 2025.

Louise Povey

Ombudsman