

## The complaint

Mr W complains about Europ Assistance SA's (which I'll refer to as EA) settlement of his travel insurance claim.

My references to EA include its claim handling agent.

## What happened

Mr W has travel insurance through his credit card provider, insured by EA. He took a trip abroad, flying from the UK to a city I'll refer to as G where he'd planned to travel to a place I'll refer to as V and from there to a resort I'll refer to as Z. However when he arrived abroad he was unable to travel to Z as the train between V and Z was suspended due to severe snowfall. The closure lasted over 48 hours and Mr W has detailed to us why he decided not to proceed to Z and make alternative arrangements.

Mr W had prepaid four nights at a hotel in Z, which gave him a partial refund leaving him with £450.80 lost costs for unused accommodation. He also incurred £286.75 in alternative travel and accommodation expenses. He claimed on the policy for the costs.

Mr W was paid the alternative travel and accommodation expenses under the "Travel inconvenience" section of the policy. EA wouldn't pay the unrecovered hotel costs as it said the circumstances of the claim weren't covered by the policy. It said 'trip abandonment' cover didn't apply as Mr W's trip had already commenced as he'd left the UK.

Mr W complained to us that EA's decision was unfair. He said:

- He considered that one of our Ombudsman's decisions established the precedent that multi leg journeys constituted one continuous outward leg and delays on connecting legs of a journey to the final destination qualify for abandonment cover. His 48 hour delay due to adverse weather exceeded the 12 hour policy requirement and he was forced to abandon the pre-booked accommodation which trip abandonment cover is designed to protect.
- He wants EA to pay the unrecovered unused accommodation cost under the travel abandonment policy terms and pay him compensation for his distress and inconvenience caused by its incorrect policy interpretation.

Our Investigator said EA had reasonably declined the claim.

Mr W disagrees and wants an Ombudsman's decision. In summary he added that he believed the policy definition of "Trip", the absence of a policy definition for the "first leg of a trip" and cover given by other travel policies meant his situation was covered. He said the policy wording took precedent over the Insurance Product Information Document (IPID) wording and as there's ambiguity in the policy wording it should be read in his favour. He also said EA denying cover for mid-outward leg abandonment undermines the purpose of abandonment cover. Our Investigator didn't change his mind.

As there's been no agreement between the parties 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.

I've considered all the points Mr W has made but I won't address all his points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Mr W but I think EA reasonably declined the claim. I'll explain why.

The policy says under the "*Cancelling, postponing and abandoning your trip*" section that if the costs have been paid for using the provider's card or rewards scheme:

*"You will be covered for the following:*

*Up to £7,500 for Your unused travel, accommodation, excursions and leisure activities...which are non-refundable or any fee You are charged to change them if You cancel, postpone, change or abandon Your Trip, due to...*

*g) Trip Abandonment: a delay of more than 12 hours on the outward leg of Your Trip as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means You no longer want to go on Your Trip. The period of delay is reduced to 6 hours for Trips of less than 5 days".*

The policy definition of "Trip" is:

*"A journey outside Your Country of Residence which must commence and end in Your Country of Residence, or a journey within Your Country of Residence which must include a flight, or at least one night of pre-booked accommodation away from home..."*

The policy provides cover, subject to the policy terms, if Mr W abandons his trip because a delay of more than 12 hours on the outward leg of the trip due to adverse weather means he "no longer want(s) to go on (his) Trip" (his journey outside the UK). The general purpose of abandonment cover, and what this policy provides, is for when Mr W doesn't go on his journey outside the UK because of the insured reasons above. That wasn't Mr W's situation. He'd already left the UK when adverse weather meant his travel plans were disrupted.

EA correctly said that Mr W's claim for the unrecovered unused accommodation cost wasn't covered by the policy terms and it correctly declined the claim in line with the policy terms. I also need to decide what's fair and reasonable in all the circumstances of the complaint.

I've considered Mr W's comments about the policy terms. In brief, he says ambiguity in the policy wording means it should be read to mean all the different legs of the outbound trip. He believes he can abandon at any stage of the outbound trip and be covered. If I decide policy wording is ambiguous then I generally say the policy wording should be read in favour of the policyholder. But I don't think this policy wording is ambiguous. As I've said, the policy says there's only cover if he doesn't go on his trip outside the UK, and that's not his situation. The policy documents highlight the cover as the IPID says:

*“What is not insured...*

*. CANCELLING, POSTPONING AND ABANDONING YOUR TRIP ...*

- *Abandonment after first leg of a trip”.*

I think the policy is clear enough that when Mr W was on the first leg of his trip, the flight from the UK to G, he was no longer covered for abandonment.

Mr W says the IPID doesn't form part of the policy wording as the IPID says it's not part of the contract between him and EA. But the IPID says:

*“The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us”.*

As the IPID highlights the key features and benefits of the policy cover the policy must be read with the information from the IPID in mind. The IPID has highlighted the scope of the abandonment cover.

As our Investigator explained, Ombudsman's decisions generally aren't precedents and I make my decision based on the individual circumstances of the case. I've considered the Ombudsman decision Mr W's referred to. It has very different circumstances and in that case the policyholder didn't leave the UK and go on their trip, unlike Mr W. The decision doesn't support that EA acted unreasonably in declining Mr W's claim.

Mr W says he's seen some other insurance policies that would have covered his situation. That might be so but my decision is about whether EA fairly and reasonably declined the claim given the cover this policy provides. This policy isn't unusual in providing abandonment cover only when the policyholder hasn't gone on their trip abroad for insured reasons.

It's for an insurer to decide what risks it wants to insure and it needs to clearly set out the insured risks in the policy, as EA has done in this policy. Those risks don't include paying for unused accommodation in the unfortunate circumstances Mr W found himself in and, although that was through no fault of his own, I can't reasonably say EA has to cover the claim.

As I consider that EA has acted reasonably there's no basis for me to award any compensation for Mr W's distress and inconvenience.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 January 2026.

Nicola Sisk  
**Ombudsman**