

The complaint

Mr D and Miss D complain about Euroins AD's handling of their travel insurance claim.

What happened

Mr D and Miss D held a single trip travel insurance policy with Euroins. They were due to travel abroad in December 2022. They arrived at the airport and checked in. Their flight was delayed, and then the airline wouldn't allow anyone to board who had connecting flights as they wouldn't reach their destination. This included Mr D and Miss D.

The airline offered Mr D and Miss D another flight, but it didn't leave until 21 hours after their original flight time. For various reasons, Mr D and Miss D decided not to travel. They made a claim under the policy to Euroins for their flights and unused accommodation.

Euroins asked Mr D and Miss D to provide evidence from the airline confirming why the flight had been delayed. Unfortunately, the airline refused to provide this information to Mr D and Miss D and said it would only respond to Euroins if it contacted them directly. Euroins did so, but the airline didn't respond. Euroins refused to pay the claim without this information.

The online travel company that Mr D and Miss D had used to book their trip later refunded all their accommodation costs and most of their flight costs. The outstanding amount that Mr D and Miss D want Euroins to cover is just under £250.

Mr D and Miss D complained to Euroins about its refusal to accept their claim. Euroins issued a final response to the complaint on 31 January 2025. It said there was no cover under the policy when the insured can't provide confirmation from the airline stating the reason for the disruption. Unhappy with this response, Mr D and Miss D brought a complaint to this service.

I issued a provisional decision on 1 September 2025. Here's what I said:

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.'

The policy covers up to £5,000 in the event of travel abandonment due to a delay in an outward flight. The policy terms say:

'...we will pay you:

...

2. up to the amount shown under the Abandonment section of this policy in the summary of cover if you abandon the trip after a delay to your outward flight, sea crossing, coach or train departure from your home country of more than 12 hours beyond the booked departure time;

as a result of:

- a) strike or industrial action provided that when this policy was taken out, there was no expectation that the trip would be delayed;*

- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.'

Under the section 'What you are NOT covered for', it says:

'3. any claim if you have not obtained written confirmation from the carrier stating the duration and the cause of the delay'

Mr D and Miss D have provided text messages which show there was a delay of just over five hours. I haven't seen evidence that they were denied boarding or that the delay was more than 12 hours. Nonetheless, I see the original flight had been due to arrive at the second airport just under four hours after its intended departure time, and Mr D and Miss D have shown the delay went beyond that. So, I'm prepared to accept what they've said about being refused boarding because they'd miss their connecting flight.

The difficulty here is that there's only cover under the policy for abandonment in very specific circumstances. I understand Mr D and Miss D weren't given a reason for the delay at the time. They've since been in contact with the airline several times to try and find out the reason. The airline responded to Mr D and Miss D and said:

'...information on the reason for a flight delay / cancellation is provided only upon direct written request from the insurer.'

And

'...the carrier may only share the reason for its operational decisions directly with the insurance company.'

So, it seems the delay was as a result of operational reasons. This could be any number of reasons, such as issues with baggage handling, staffing etc. It doesn't suggest the delay was caused by one of the three reasons listed in the policy that would be covered.

Euroins did contact the airline directly, but didn't receive a response.

Taking everything into account, whilst I appreciate Mr D and Miss D have made a reasonable effort to obtain the information from the airline, the available evidence doesn't indicate their claim is likely to be covered by the specific circumstances set out in the policy. Therefore, I don't think Euroins has done anything wrong here by refusing to accept the claim.'

I asked both parties for any further comments they wished to make before I made a final decision.

Mr D and Miss D responded with the following main points:

- They were told at the airport that the flight was cancelled rather than delayed as I had said in my provisional decision. They later received confirmation from the online travel provider that their flight had been cancelled. Though they've quoted the policy wording for travel delay benefit and think this applies anyway.
- The alternative flight they were offered was not the same route and it stopped over in a completely different country, which would have significantly changed their holiday. They don't think this was reflected in my provisional decision.

- They have spent hours on this matter but can't get the information they need from the airline. They would like to know how many times Euroins contacted the airline, as they consider Euroins only did so twice. And they would also like to know who the onus is on to obtain the information.
- They have questioned what evidence I expected them to get when they were denied boarding at the airport. They would like this service to request CCTV from the airport to see what happened.

Euroins didn't provide any further comments by the deadline I gave.

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 not 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 D and Miss D's complaint.

Having done so, I remain satisfied that it was reasonable for Euroins to turn down the claim. I'll explain why.

I've noted Mr D and Miss D's explanation that their flight was cancelled and not delayed. I referred to their flight being delayed in the background of this decision as they had previously advised that their original flight had been delayed seven times, from 6.10pm until 11.30pm, but it still hadn't been cancelled at that point. And then the airline decided not to let anyone board that had connecting flights. It wasn't clear if their original flight was eventually cancelled or not.

Whilst the policy covers certain circumstances where a *consumer* cancels their trip (though none of those circumstances apply here), it doesn't cover an airline cancelling a flight. The only section of cover under the policy that could potentially apply to the claim is the 'travel delay and abandonment' section that I referred to in my provisional decision.

Mr D and Miss D have referred to the policy wording that applies to travel delay benefit and said they think that it applies to their claim. I had only included a shortened version of this in my provisional decision. I've therefore included the full wording below and will then give my thoughts on this.

'TRAVEL DELAY BENEFIT

If you chose not to, or are unable to take advantage of airport lounge access, we will pay you:

- 1. up to the amount shown in the summary of cover if the international departure of the public transport on which you are booked to travel is delayed by at least 12 hours; or*
- 2. up to the amount shown under the Abandonment section of this policy in the summary of cover if you abandon the trip after a delay to your outward flight, sea crossing, coach or train departure from your home country of more than 12 hours beyond the booked departure time;*

as a result of:

- a) strike or industrial action provided that when this policy was taken out, there was no expectation that the trip would be delayed;*
- b) adverse weather conditions;*
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.'*

This needs to be read in conjunction with the summary of cover, which is on page two of the policy wording. This sets out that there are two types of benefit under the travel delay section. Mr D and Miss D held 'premier' cover, and so for travel delay benefit (which is under section one in the above wording) they would be entitled to up to £20 per 12 hours to a maximum of £300 each. Though for abandonment benefit (which is under section two in the above wording) they would be entitled to up to £5,000 each.

As Mr D and Miss D chose to abandon their trip because of the delay/cancellation, then section two could potentially apply. Though first, they would need to show there had been a delay of beyond 12 hours. Then they would need to show that the delay was caused by one of the three listed circumstances: - strike or industrial action, adverse weather conditions, or mechanical breakdown or technical fault of the aircraft.

When someone is denied boarding by an airline, I imagine that this could be evidenced in a number of ways - perhaps by way of a signed form by the airline for example. However, I've already explained that I've accepted Mr D and Miss D's explanation that they were denied boarding, and so I'm prepared to also accept that they most likely meet the first part of the claim for benefit. This requires there to be a delay of at least 12 hours. We therefore won't be requesting CCTV from the airport.

However, it's still the case that Mr D and Miss D haven't shown that their abandonment due to the delay/cancellation was caused by one of the three listed circumstances.

I understand that Euroins contacted the airline on two occasions. I think this was a reasonable amount. Ultimately, the onus is on Mr D and Miss D, in making the claim, to show that their claim is valid. They haven't done so here as they haven't shown that any of those three circumstances led to the delay and therefore their abandonment of the trip. I therefore remain satisfied it was appropriate for Euroins to turn down their claim.

I do sympathise with Mr D and Miss D's situation. I appreciate that it wasn't their fault they couldn't travel on their original flight. And they had valid reasons for not wanting to accept the alternative flight they were offered. Nonetheless, travel policies don't cover every eventuality and, based on what we know about the delay/cancellation (that it was for operational reasons), this isn't something that is covered by the policy.

So, I still think it was reasonable for Euroins to turn down the claim.

My final decision

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

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

Chantelle Hurn-Ryan
Ombudsman