

The complaint

Mr and Mrs B are unhappy with the way Euroins AD handled a claim made on their travel insurance policy ('the policy') - including delays in assessing the claim, not providing updates or providing substantive responses to their emails.

All reference to Euroins includes its agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

Euroins has a regulatory obligation to handle claims fairly and promptly.

The policy terms cover missed departure. It says:

We will pay You up to the amount shown in the Policy Schedule for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching Your overseas destination or returning to the United Kingdom if:

...You fail to arrive at the International Departure Point in time to board the Public Transport on which You are booked to travel on the final part of Your return journey to the United Kingdom, including missing an onward connecting flight between the United Kingdom or mainland Europe...

Cover is only provided as a direct result of one of the following events:

1. the failure of other scheduled Public Transport or
2. an accident to or breakdown of the vehicle which You are travelling or
3. an accident or breakdown occurring ahead of You on a motorway or dual carriage way which causes an unexpected delay to the vehicle in which You are travelling o
4. strike, industrial action or adverse weather conditions.

The policy schedule reflects that there's a financial limit under this section of the policy of up to £750 per insured person.

International departure point means:

the final departure point in the United Kingdom on Your outward journey or Your final departure point overseas to return You back to the United Kingdom on Your return journey

Public Transport means:

any publicly licensed aircraft, sea vessel, train or coach on which You are booked to travel.

Mr and Mrs B say the flight from one USA city to another, second, city was delayed and subsequently cancelled because of bad weather at the second USA city. They were travelling to the second city for the purpose of boarding their scheduled return flight back to the UK after a long trip abroad. Because the flight to the second USA city was ultimately cancelled, they ended up booking and paying for a return flight home directly from the first USA city. Based on the evidence I've seen, I'm satisfied this was the case.

Mr and Mrs B made a claim under the policy in early June 2024, providing documents in support. Euroins acknowledged receipt on 8 August 2024 and requested Mr and Mrs B provide confirmation from the airline that they were a 'no show' for the scheduled return flight to the UK and whether any refunds had been issued.

I know Mr and Mrs B had provided evidence that their ticket was non-refundable. However, I'm satisfied that it was reasonable for Euroins to want this information to establish whether an insured event had occurred and Mr and Mrs B were unable to recover their losses from the airline.

Mr and Mrs B were able to obtain confirmation from the airline that no refund was obtained for their original return flights to the UK, and this was provided to Euroins on 2 October 2024. Mr and Mrs B have received no more information about their claim, despite chasing Euroins for an update and raising a complaint about delays.

Our investigator also requested Euroins to provide its response to the complaint Mr and Mrs B brought to the Financial Ombudsman Service on multiple occasions but received no response.

Further, Euroins didn't reply to our investigator's opinion setting out why they were recommending the complaint be upheld. Nor did our investigator receive a reply from Euroins when invited to provide any information to consider upon being informed that the complaint would be referred to an ombudsman.

Based on the limited information received, I broadly agree with our investigator's opinion.

I'm satisfied that Euroins didn't fairly and promptly handle Mr and Mrs B's claim under the policy. Two months passed before it provided a substantive acknowledgement and requested further information. And I'm persuaded that it hasn't given any further update about the claim after Mr and Mrs B provided the further information requested from the airline. They've also spent time, including two phone calls, trying to get an update without success.

I accept this would be frustrating and upsetting for Mr and Mrs B. They have been waiting over a year for an outcome to the claim they made in June 2024. And despite chasing, haven't received substantive updates.

I'm satisfied that compensation in the sum of £150 each (so £300 in total) fairly reflects the distress and inconvenience Mr and Mrs B experienced because of Euroins' delays and unsatisfactory customer service.

The situation regarding the claim is also at impasse. Euroins isn't responding to Mr and Mrs B or the Financial Ombudsman Service.

Even though Euroins hasn't provided an outcome of the claim to Mr and Mrs B, in the circumstances of this particular case, I'm satisfied that there's sufficient information for me to direct Euroins to pay the claim under the missed departure section of the policy (section I). I'm satisfied this is the fair and reasonable outcome in circumstances of this case, to bring this issue to an end for the parties.

As the amount being claimed is in the region of £3,000, the claim will be subject to the financial limits and excess relating to this section of the policy.

I'm satisfied that the flight which they'd booked to arrive in the second city to make the return flight was delayed, and ultimately cancelled, due to adverse weather conditions. Mr and Mrs B provided the evidence Euroins requested in August 2024, supporting that they didn't receive a refund for the return flight to the UK they couldn't make. They've also provided evidence which supports that they booked and paid for an alternative direct return flight to the UK.

I'm also satisfied that Mr and Mrs B were due to fly back to the UK from the second USA city and it's fair and reasonable to interpret this to be the international departure point under the terms of the policy.

I note that paying the claim under section I of the policy (and subject to the financial limits) was also a recommendation made by the investigator in their view dated July 2025. Euroins hasn't responded objecting to this recommendation. Nor has it provided any evidence that the claim isn't covered under the missed departure section of cover.

Putting things right

I direct Euroins to:

- A. pay the claim under the missed departure section the policy in the sum of £750 per person (subject to any excess);
- B. simple interest on the amount in A. above at a rate of 8% per year from one month of 2 October 2024 (which is the date of Mr B's email to Euroins attaching the information Euroins requested to assess the claim)*
- C. pay Mr and Mrs B £150 each as compensation for distress and inconvenience (so, a total amount of £300).

*If Euroins considers it's required by HM Revenue & Customs to take off income tax from any interest paid, it should tell Mr and Mrs B how much it's taken off. It should also give them a certificate showing this if they ask for one. That way Mr and Mrs B can reclaim the tax from HM Revenue & Customs, if appropriate.

My final decision

I uphold this complaint. I direct Euroins AD to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 6 November 2025.

David Curtis-Johnson

Ombudsman