

complaint

Mr L complains that Amtrust Europe Limited mishandled his claim on a travel insurance policy.

background

Amtrust was the underwriter of Mr L's policy. He and his family went on a skiing holiday. But - because of bad weather and road closures - they missed their flight home. Mr L complained after the insurer turned down his claim, on the grounds that the policy didn't cover missed departure on the journey home.

our adjudicator's view

The adjudicator recommended that the complaint should be upheld in part. She thought that the policy summary didn't sufficiently and clearly highlight the fact that the inward journey wasn't covered. She recommended that Amtrust should pay the claim and add 8% simple interest from the date of the claim to the date of settlement.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr L and to Amtrust on 28 October 2015. I summarise my findings:

I thought the policy summary did enough to highlight the exclusion of missed departure on the journey home.

So I didn't think Amtrust treated Mr L unfairly by turning down his claim.

Subject to any further information from Mr L or Amtrust, my provisional decision was not to uphold this complaint.

Mr L says he's disappointed with the provisional decision.

Amtrust hasn't responded to the provisional decision.

my findings

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

The detailed policy wording says that cover for missed departure is limited to the outward journey. It says:

"Section 8 Missed Departure on The Outward Journey

What is covered:

... We will pay You for reasonable additional travelling and accommodation expenses necessarily incurred to reach the booked destination by the most direct alternative route, up to a maximum of ...£1,000...per each Insured Person if You arrive at the airport... to depart Your Home Country too late to commence the outward international journey abroad of Your booked Trip, as a result of:

- *Breakdown of or accident involving the vehicle in which You are travelling;*
or
- *Cancellation or Curtailment of scheduled Public Transport due to adverse weather conditions...or mechanical breakdown or accident."*

The absence of cover for missing the flight home is significant. So I've looked to see whether it was highlighted in the keyfacts® policy summary. That document contains a table of cover including:

*"8. Missed Departure on the
Outward Journey"*

I think this did enough to highlight the exclusion of missed departure on the journey home.

So I don't think Amtrust treated Mr L unfairly by turning down his claim. And – unlike the adjudicator – I don't think it's fair and reasonable to order Amtrust to pay Mr L's claim for missing the intended flight home.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Amtrust Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 February 2016.

Christopher Gilbert
ombudsman