

complaint

Mr H complains that Ageas Insurance Limited should pay his claim on his travel insurance.

background

Mr H booked a holiday. But – shortly before he was due to go – the tour operator became insolvent. As it was protected by an industry scheme, Mr H got back what he had paid the tour operator. But he'd also paid for a hotel for the night before the tour started. He complained that Ageas turned down his claim for reimbursement.

The adjudicator didn't recommend that the complaint should be upheld. He didn't think any section of the policy covered Mr H's circumstances. The adjudicator thought Ageas' offer of £20 was fair compensation for errors in its service.

Mr H disagrees with the adjudicator's opinion in part. He accepts the offer of £20 for service issues. But he says, in summary, that Ageas should pay his claim.

my findings

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

Where I refer to Ageas, I include any other parties for whose actions I hold Ageas responsible.

I've looked carefully at the terms of the policy.

And – keeping in mind those terms – I don't think it would be fair and reasonable to order Ageas to pay Mr H's claim for his wasted payment for the hotel.

After he brought his complaint to us Ageas offered £20 for shortcomings in its service, such as failing to return telephone calls.

Mr H has accepted that offer and Ageas says it has paid it. But – as Mr H hasn't acknowledged receipt, I will order Ageas to pay him that sum if it hasn't already done so.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Ageas Insurance Limited to pay Mr H £20 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 February 2016.

Christopher Gilbert
ombudsman