

## **The complaint**

Mr and Mrs B are unhappy that Europ Assistance SA declined a claim they made on their travel insurance policy.

## **What happened**

Mr and Mrs B took out a travel insurance policy when they booked their holiday through a company I'll refer to as 'L'. Mr B was sadly injured and Mrs B contacted L to discuss a claim on the insurance. She then paid the balance on the holiday as she was under the impression that she would be covered on the policy. However, the claim was later declined as Mr B was over 64 years of age and there was an age limit on the policy of 65.

Mr and Mrs B complained to Europ Assistance but they maintained their decision was in line with the policy terms. However, they agreed to refund the premium as a gesture of goodwill. Unhappy, Mrs B complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought the sales process and the policy documentation made it sufficiently clear that there was an age limit on the policy. So, she didn't think Europ Assistance needed to do anything to put things right.

Mr and Mrs B asked an ombudsman to review their complaint. In summary, they said that there should be a system in place whereby the insurance can't be sold to people who are over the age limit specified in the policy. They also highlighted they wouldn't have gone ahead with paying the balance if they'd been made aware the insurance wouldn't cover them. So, the complaint was passed to me to make a 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.

I'm sorry to hear of the circumstances which led to Mr and Mrs B having to cancel their trip.

The relevant rules and industry guidelines say that Europ Assistance need to give Mr and Mrs B information that is clear, fair and not misleading. That means they need to provide Mr and Mrs B with enough information to decide if the policy is right for them.

I'm not upholding this complaint because:

- During the sales process Mr and Mrs B were given information about the age limit. They were prompted to check the policy if they were over the age of 65 and were told that they could cancel it within 14 days. I think this ought reasonably to have alerted them to check the policy terms carefully.
- The policy documentation was made available to Mr and Mrs B during the online sales process. The policy terms and conditions explain that only persons who are

aged 64 and under are covered. Mr and Mrs B confirmed during the sales process that they'd read the terms and conditions.

- Mr and Mrs B have highlighted that other insurance providers have a system in place which alerts a policyholder if they try to buy a policy when they are above the policy age limit. There's no requirement for Europ Assistance to have such a system in place. And, in any event, as I've outlined above I'm satisfied Europ Assistance took reasonable steps to alert Mr and Mrs B to the age limit during the sales process.
- I've considered what Mr and Mrs B have said about not receiving the policy documents until after they'd paid the balance of the holiday. But, I think the information they were provided with during the sales process was sufficient to alert them to the age limit on the policy.
- I appreciate that Mr and Mrs B discussed the insurance with L, and that they paid the balance of the holiday on the understanding they'd be covered. But, that's not something Europ Assistance were responsible for. So, in the circumstances of this complaint, I don't think Europ Assistance were responsible for the information given by L to Mr and Mrs B. So, this hasn't changed my thoughts about the overall outcome of this complaint.
- Europ Assistance have agreed to refund the premium to Mr and Mrs B which I think is fair and reasonable in the circumstances.

### **My final decision**

Europ Assistance S.A have already made an offer to refund the premium to Mr and Mrs B and I think this offer is fair in all the circumstances. So, my decision is that Europ Assistance S.A should refund the premiums to Mr and Mrs B.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 9 June 2025.

Anna Wilshaw  
**Ombudsman**