

The complaint

Mr P complains about the way Chubb European Group SE handled a claim he made on a travel insurance policy.

What happened

The background to this complaint is very detailed and is well-known to both parties. So while I've carefully considered everything that's happened, I've summarised what I consider to be the main events.

Mr P holds travel insurance as a benefit of his bank account. In June 2024, Mr P was abroad when unfortunately, he was attacked and suffered injuries. The local police force initially required Mr P to stay abroad while it investigated the attack. Mr P got in touch with Chubb's emergency medical assistance team (the MAT) to make a claim on the policy.

Chubb agreed to provide cover for Mr P's situation. So the MAT arranged for Mr P's accommodation to be extended; for him to be placed in his preferred hotels when it was able to do so; it paid him cash advances for some weeks to provide him with access to money and when it let Mr P know it could no longer offer this benefit, it agreed to pay his evidenced subsistence costs.

And Chubb also arranged for Mr P to see a number of medical specialists while he was abroad, also arranging for ambulance transport to those appointments. It arranged a number of repatriations for Mr P, which were unfortunately unable to go ahead due to Mr P being issued with not fit to fly certificates. Follow-up appointments were arranged for Mr P to check whether he was ready to be repatriated.

Mr P was concerned that he needed a visa to leave the country he was in, as he'd stayed longer than he should have done. Chubb told Mr P this cost wouldn't be covered because a visa wasn't necessary.

Ultimately, on 11 October 2024, Chubb let Mr P know that it would be withdrawing all cover a week later, on 18 October 2024. It said it would pay Mr P £350 for a return flight before that date, or it could arrange a new return flight for him. However, on 18 October 2024, Mr P told a doctor he had high blood pressure and was anxious and therefore, he couldn't fly. But Chubb maintained its decision to end cover for Mr P's trip.

Mr P was very unhappy with the way Chubb and the MAT had handled his claim. In brief, he complained that:

- The MAT and Chubb had failed to communicate with him effectively as a vulnerable customer and it didn't provide him with all of the information he needed;
- Chubb had stopped paying Mr P cash advances and he didn't think it had reimbursed him for all of the costs he'd claimed for;
- Chubb and the MAT had tried to arrange repatriation when he wasn't fit enough to travel;
- Chubb and the MAT had failed to pay for his visa and it had failed to provide him with legal help when he'd needed it;

- Chubb and the MAT had discriminated against him under the Equality Act 2010;
- Chubb had unfairly terminated cover.

Our investigator didn't think Chubb had treated Mr P unfairly. He thought that overall, Chubb had paid for more than it needed to under the terms of the policy.

Mr P strongly disagreed and so the complaint was passed to me to decide.

I issued my provisional decision on 3 July 2025, which explained the reasons why I wasn't planning to tell Chubb to pay Mr P anything more or do anything further. I said:

'First, I'd like to say how sorry I was to hear about the traumatic attack and experience Mr P went through. It's clear this was a very distressing time for Mr P and I do hope he's now making a recovery.'

I must also make clear that in considering this complaint, I've taken into account over 16,500 pages of evidence from both parties. This service was set-up to be a quick and informal alternative to the courts and so it would be inappropriate for me to comment on each point raised or comment specifically on each piece of evidence. While I've summarised the background to this complaint and both parties' submissions, I can reassure both parties that I've carefully considered all they've said and sent me. But in this decision, I haven't referred to or dealt with each point that's been made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think Chubb settled this claim fairly. I'll now go on to look at each of what I consider to be the key points in turn.

The policy terms and conditions

I've first considered the policy terms and conditions, as these form the basis of the insurance contract between Mr P and Chubb. Strictly, Chubb is only bound to pay the costs and events that are specifically set out in the contract, although there may be times when it and we feel it's fair and reasonable for Chubb to deal with claims outside of a strict interpretation of the policy terms and conditions.

Section B of the contract provides cover for: 'Medical costs if you get sick or injured'. This says:

'We'll cover the cost of medical treatment while you're abroad if you get sick or injured. Any medical treatment you receive must be within a year of the injury or illness first happening.

*You must contact us as soon as possible, or someone else can do it for you. Chubb Assistance is our dedicated support line. You must follow any advice we give you and get our permission for any extra costs like travel or accommodation. Make sure you keep your receipts because you'll need them if you make a claim. Chubb Assistance will help organise things like moving you back to the UK or to a different hospital. **If we advise you move hospital or come home and you don't, and this ends up costing you money, we won't cover it.** (My emphasis added)...*

We'll pay for you to return home if you get sick or injured and a medical professional says it's necessary. We'll also pay if a child covered by this policy gets sick or injured and you need to travel back to the UK with them.

If you can't return home when you were due to, and need to stay abroad longer, we'll pay costs for additional travel and hotel expenses including those for any one other person if a Person Insured has to be accompanied on medical advice.'

In my view, the policy clearly sets out the medical expenses cover Chubb provides. It's also broadly in line with the cover most other travel insurers offer under the medical expenses section of a policy. So I've gone on to look at some of the costs Mr P claimed for which Chubb either didn't agree to pay or partly paid, to decide whether I think it acted in line with the policy terms.

Did Chubb settle the claim fairly?

- *The cash advances*

The evidence suggests that when Mr P first made the claim, he'd been asked to remain abroad by the police force while an investigation took place, rather than due to the injuries he'd sustained in the attack. If this was the case, there's no cover under the policy for that particular situation. So I think Chubb went over and above the cover provided under the policy and it was more than fair and reasonable for Chubb to accept Mr P's claim.

For a couple of weeks, between late June and early July, Chubb agreed to pay Mr P daily cash allowances while he remained abroad. The policy doesn't provide any cover at all for Chubb or its MAT to make cash advances to a policyholder, so there was no obligation for Chubb to agree such payments at any point. This means then I think its agreement to do so, even for a limited period, was more than fair and intended to help Mr P while he was in a difficult situation.

While I can entirely understand why Mr P wanted these advances to continue, Chubb has told us that they were only meant to be short-term in nature. And it's told us that the local agent its MAT used (which seems to have been making the cash payments) was concerned that continued cash payments would breach local anti-money laundering rules. On that basis, it decided to end the cash advances and I think it made this clear to Mr P. I don't think its decision here was unfair or unreasonable. In any event, it instead offered to cover Mr P's subsistence costs – which I'll explore next – which I think was a very fair alternative in the circumstances.

- *Subsistence costs*

Given Mr P's situation, Chubb agreed that Mr P could be paid for his sustenance and subsistence costs, subject to those costs being receipted. As I've set out above, the policy only provides cover for an insured person's medical expenses and potentially their additional travel and accommodation costs. There's no cover under the policy for an insured person's food or drink costs, for example – and in my experience, no travel insurance policy covers costs like these. So in my view, Chubb's agreement to cover receipted costs for Mr P's sustenance was generous and took into account the difficult circumstances Mr P was in. Overall, Chubb went far beyond what I'd have expected it to have done in these circumstances. I appreciate Mr P is unhappy that not all of his costs have been met – but I don't think it would be reasonable for me to direct Chubb to cover the costs of other items Mr P has claimed for, when it was already offering sustenance costs outside of the policy terms.

- *Pharmacy costs*

I've looked at the receipts Mr P has provided and compared this with the amounts it's paid for Mr P's claim. I agree that pharmacy costs forming part of the claim are covered by the policy, as in my view, they would form part of the treatment an insured person received. But it seems to me, based on the receipts I've seen and the breakdown Chubb has provided, that it's already settled the pharmacy costs which relate to the emergency treatment Mr P needed as a result of the claim, and other medical costs Chubb had agreed to cover. So I don't think there's an outstanding balance for it to pay.

Even if I'm wrong on this point though, as I've set out above, Chubb has covered expenses significantly over and above its policy liability. So I'm not currently persuaded I could fairly ask it to pay anything more anyway.

- *Visa costs*

It's clear Mr P had concerns that he'd need to pay to obtain a visa to extend his stay abroad and that he felt Chubb should meet these costs. However, I don't think it was unfair for Chubb to decline these costs, as they're simply not covered by the terms of the policy. And I can see that the MAT called the British Consulate to check what Mr P needed – to try and provide him with assistance. I think this was an appropriate step.

- *Legal costs*

Mr P incurred accidental damage costs at one of the hotels he stayed at and he also questioned whether the policy covered him for legal costs for this situation. However, I don't think legal cover applied here as I can't see he incurred any court-awarded legal fees as a result of any dispute with the hotel. And I haven't seen enough evidence to show me that Mr P had a valid accidental damage claim either.

Did Chubb and its MAT handle Mr P's medical expenses and repatriation claim fairly and was it fair for it to ultimately withdraw cover?

Mr P suffered several episodes of illness while he was covered by the policy. In line with my remit, I've decided that I don't think it would be helpful or necessary to deal with each of those in turn. Instead, I've considered Chubb and the MAT's handling of the medical expenses claim as a whole and made overall provisional findings.

It's clear that Mr P suffered issues with his ears, his sinuses, with digestive upsets, as well as faintness and anxiety while he was abroad. While based on the medical evidence it first held, the MAT originally arranged for Mr P to be repatriated in early August 2024, it extended cover once Mr P was issued with a not fit to fly certificate. I can see that during the life of the claim, it arranged for Mr P to be assessed by general physicians; ear, nose and throat specialists, a psychiatrist and a neurologist. These appointments were intended to ascertain whether he needed treatment and whether or not he was fit to fly. Chubb also covered the cost of Mr P undergoing a CT scan and angiogram as part of his overall assessment of fitness. And the MAT's doctors also regularly reviewed the claim.

At each point, even if Chubb had made repatriation arrangements for Mr P, it acted on not fit to fly information Mr P went on to provide it with. I think this was an appropriate response from Chubb, even though it meant that several repatriation attempts failed. I think the evidence indicates that Chubb wanted to ensure that Mr P was both physically and mentally well enough to fly back to the UK, as I'd expect it to do. And I think it ensured Mr P was seen by appropriate specialists at the right time. So I think it took appropriate steps.

However, by early October 2024, Mr P had been seen by both a psychiatrist and a neurologist, who'd both concluded that he was fit to fly. He'd previously been found to be fit

to fly from an ear, nose and throat perspective. His scan results had been broadly normal. And Chubb's own doctors concluded Mr P was fit to fly. So I think Chubb was contractually and reasonably entitled to decide to either arrange Mr P's repatriation at that point or let him know that it was no longer prepared to offer cover. And from Chubb's communications with Mr P, I think it clearly explained to him on 11 October 2024 that it was ending cover and what his options were. I also think it gave him reasonable notice so he could decide on next steps.

I appreciate that when Chubb arranged a further repatriation for Mr P on 18 October 2024, he felt he wasn't fit to fly due to high blood pressure and an anxiety attack. I've considered this very carefully. But, Chubb says Mr P was prescribed anti-anxiety medication and his blood pressure was within an acceptable range. So, taking into account the expert opinions of all of the other doctors who'd assessed Mr P, the tests he'd undergone and the expert opinions of the MAT's own doctors, I don't think it was unfair for Chubb to have maintained its decision to terminate cover in the individual and specific circumstances of Mr P's complaint.

So, I don't think Chubb acted unfairly when it concluded it didn't have any further liability to cover Mr P or any costs after 18 October 2024.

Did Chubb treat Mr P fairly?

It's clear how strongly Mr P believes that Chubb failed to treat him fairly. He believes it didn't respond to his vulnerabilities fairly. And he also believes it discriminated against him under the Equality Act 2010.

I've looked very carefully at all of the evidence. I can see that Chubb clearly recognised that Mr P was a vulnerable customer in line with the regulator's guidance. I think this was appropriate.

Mr P is unhappy because in August 2024, the MAT decided it would no longer deal with him by phone, it would only contact him through email. I can see it terminated calls when Mr P called in (although Chubb itself seems to have continued to take calls from Mr P). The MAT took this decision due to what it considered to be abusive behaviour on Mr P's part. Having looked at the notes, I can't see that the MAT gave Mr P clear warnings about the implications of some of his behaviour on its ability to communicate with him by phone. And given Mr P's situation, I think that would have been the right thing for it to do.

With that said, I think Chubb took many steps to support Mr P during a difficult time. I've already referred to the cash advances and sustenance payments. But I can see that whenever it could, it arranged for Mr P to stay in hotels of his choice to ensure his comfort. It arranged for ambulances to take Mr P to out-patient appointments, even though there was no obvious medical need for it to do so and it also tried to make sure Mr P's preferred driver was able to take him to those appointments. I can see it also rescheduled appointments which Mr P had missed and I think it did its best to ensure that Mr P knew what was happening and when. While sometimes it didn't respond to Mr P's emails as quickly as he'd have liked, I think it generally responded to him in a reasonable timeframe.

In the round then, I think Chubb took appropriate steps to try and make things easier for Mr P and to provide him with support far over and above its obligations under the policy terms. And I think this outweighs any small errors that may have been made during the life of the claim.

I understand that Mr P has real concerns that Chubb has discriminated against him under the Equality Act 2010.

It's not our role to say whether a business has acted unlawfully or not – that's a matter for the Courts. Our role is to decide what's fair and reasonable in all the circumstances. In order to decide that, however, we have to take a number of things into account including relevant law and what we consider to have been good industry practice at the time.

In this case, I've already explained to Mr P and Chubb why, having considered everything, I think Chubb took appropriate steps to try and support him. And why I think it settled his claim fairly. So I hope it reassures him to know that someone independent and impartial has considered his concerns.

Summary

Mr P has been through a very distressing and worrying time. I've considered his complaint with sympathy. But having considered everything, I'm satisfied that not only has Chubb settled the claim in line with the policy terms, it's paid out thousands of pounds more than it was obliged to. I think it took a very generous approach to Mr P's claim, which recognised his vulnerabilities and situation. And I think it took real steps to try and help Mr P. So I think that overall, it acted in a fair and reasonable way. So therefore, I'm not planning to tell Chubb to pay anything more.'

I asked both parties to provide me with any further evidence or comments they wanted me to consider by 17 July 2025.

Chubb confirmed it had received my provisional decision.

Mr P provided some responses to my provisional decision, but he asked for an extension to provide his full response. Therefore, I ultimately agreed to extend the deadline until 8 September 2025. As such, I'm satisfied he has been given a fair opportunity to provide further comments, although he hasn't provided a substantive response to my provisional findings. So I've proceeded to make a decision based on the evidence Mr P provided ahead of the final deadline we set.

In the responses Mr P provided before the extended deadline of 8 September 2025, he said he felt the core of his complaint had shifted significantly and he questioned whether the investigator had given me all of the information he'd sent in during the handling of his complaint. He queried whether this service was the effective forum to decide his complaint. He maintained Chubb had breached aviation law when it concluded he had been fit to fly. And he felt the language I'd used in my provisional decision was factually incorrect, but profoundly traumatising. He considered I'd characterised the matter as Chubb having done him a favour by providing cover following the attack.

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.

Having done so, while I'm sorry to disappoint Mr P, my final decision is the same as my provisional decision and for the same reasons.

I see no reason to repeat each of my provisional conclusions in depth within this final decision. I would like to reassure Mr P that I have carefully reviewed all of the detailed evidence he provided and that all evidence was made available to me ahead of my consideration of his case. I'm also sorry that my provisional findings caused Mr P distress. I'd reassure Mr P that I haven't sought to minimise what happened to him. But I need to

consider whether Chubb acted in line with its policy terms and conditions and whether I think it met its regulatory obligations.

If Mr P doesn't feel we are an appropriate organisation to decide his complaint, then it's open to him to consider other avenues for recourse, such as the courts. However, I'm satisfied that I've been able to effectively weigh-up all of the evidence, take into account the relevant rules and principles and assess whether I'm persuaded that Chubb treated Mr P fairly and reasonably.

Mr P feels that I've shifted the focus of his complaint. We have an inquisitorial remit and so I'm satisfied it was appropriate to consider Chubb's overall handling of the claim – and in particular, the points Chubb responded to in its final response to Mr P's complaint. I'm satisfied though that I've assessed each of Mr P's key concerns – in particular, the decision to stop making cash advances; the settlement of Mr P's expenses, the support the MAT gave him and his belief that he was discriminated against.

I've explained why there was no requirement under the policy terms for Chubb to ever pay Mr P cash advances. So its initial offer to do so was made outside of the contract and it was intended to help Mr P when he was in a difficult situation. Chubb explained that the advances were only meant to be short-term in nature and the reasons why it decided to stop them. I still think it's agreement to settle Mr P's sustenance costs was generous in the circumstances, given there was no cover at all for food, drink and other living costs and given no other travel insurer is likely to have offered such cover in these circumstances.

Mr P claimed for a lot of costs and I know he feels these haven't been fairly settled. I'm still persuaded that Chubb paid Mr P far more than it was ever required to by the policy and it simply wouldn't be fair or reasonable for me to direct it to make any additional payment. It's still the case too that I don't think Chubb has any contractual liability to cover Mr P's visa and legal costs.

I set out in some detail in my provisional decision why I think the MAT (which I've explained refers to Chubb's emergency medical assistance team) handled Mr P's medical expenses and proposed repatriation claim very fairly. I find that the MAT made arrangements I wouldn't have reasonably expected it to, in recognition of Mr P's vulnerabilities – such as arranging ambulances to take him to outpatient appointments; rescheduling appointments he'd missed and whenever it could, ensuring Mr P could stay in hotels he was happy with. I also think it placed appropriate weight on the medical information it was given and it ensured medical reports were fully considered by its clinical team. The MAT isn't intended to be an emergency response service, like the Ambulance or Fire services – and at times, I don't think Mr P appreciated the scope of its role. I'd add too that the aviation regulations Mr P has referred to don't appear to apply to travel insurers – instead, they apply to carriers and aircraft providers, amongst others. I don't find then that it's fair or reasonable in the circumstances to apply these to any actions the MAT took.

It's clear how strongly Mr P believes that the MAT and Chubb discriminated against him. It isn't our role to consider whether there's been a breach of the Equality Act – as I've already said, that's for the Courts. While I think it would have been better if the MAT had given Mr P verbal warnings ahead of deciding to communicate with him by email, overall, I find it took very clear steps to help Mr P, given what he'd been through and given his vulnerabilities. And I'm still satisfied it handled his claim not only very fairly and reasonably, but also in a very generous way.

Overall, as I've said, it's clear Mr P has been through a very distressing experience and I'm sorry to hear about the longer term impact this has had on him. I'm sorry to cause him further upset. But I don't think Chubb needs to do anything more.

My final decision

For the reasons I've given above and in my provisional 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 P to accept or reject my decision before 7 October 2025.

Lisa Barham
Ombudsman