

The complaint

Ms H is unhappy with the way Chubb European Group SE declined a claim made on a group 'injury & travel insurance' policy she had the benefit of ('the policy').

All reference to Chubb includes its agents.

What happened

Ms H fractured her ankle whilst abroad in a European country. After attending A&E, and receiving initial treatment, she contacted Chubb for assistance under the policy. She received conflicting information about whether further surgery she needed abroad would be covered under the policy.

Surgery was arranged 2 January 2025 and Chubb sought clarification from Ms H whether she was abroad for business or leisure. Because she wasn't listed as a director of the policyholder on company house, it said this was relevant to whether the claim was covered.

After Ms H confirmed that she was abroad at a relative's house but intended to do some work from there, Chubb made further enquiries with its underwriters to see whether she was covered under the policy.

Ms H asked Chubb to confirm by 30 December 2024 whether she was covered and because it didn't do so, her partner drove her back to the UK. She had surgery in the UK.

Chubb accepts that it initially gave Ms H conflicting information about whether the further treatment she needed abroad was covered under the policy. It also accepts that (subject to the terms of the policy), a director is covered for medical expenses abroad whilst on a trip for leisure.

Chubb says the fact that its underwriters revised the definition of director whilst considering whether Ms H was covered illustrates that there was a flaw in the policy's structure. It offered £500 compensation for the impact on Ms H.

Unhappy, Ms H brought a complaint to the Financial Ombudsman. Our investigator looked into what happened and felt that the £500 compensation offered by Chubb was fair. Ms H disagreed. So, this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision explaining why I intended to direct Chubb to pay Ms H more compensation to put things right. An extract of my provisional decision is set out below:

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Chubb has a regulatory obligation to handle insurance claims fairly and promptly, and it mustn't unreasonably decline a claim.

I don't think Chubb has acted fairly and reasonably here. I intend to uphold Ms H's complaint

and direct Chubb to pay her £1,000 compensation for distress and inconvenience. I'll explain why.

Chubb accepts that Ms H was given conflicting information when it was initially contacted for assistance. Ms H was told that the claim would be covered and then a while later another representative of Chubb said she might not be covered under the policy.

I'm satisfied that Chubb then tried to obtain information relevant to whether Ms H was covered, as it noted that she wasn't listed as a director on Companies House.

I can see why this was important because of how the policy defined director.

The schedule of insurance says all directors and employees of the policyholder are covered in connection with business including days added by the insured person for personal reasons. I'm satisfied that Chubb fairly concluded that the primary reason for Ms H's trip wasn't business, although she was intending to do some work whilst there.

However, Chubb also says that a director is covered for leisure travel (for medical assistance / expenses abroad).

Director is defined by the policy terms as:

- if the policyholder is a company, any natural person who is appointed by that company to act as a director (but not as a non-executive director) or company secretary and who is listed as a current officer of the Policyholder at Companies House

It isn't disputed that Ms H wasn't a director of the policyholder listed on Companies House. However, she is a senior member of staff and, whilst Chubb was considering whether Ms H was covered under the policy, the policyholder confirmed to Chubb that Ms H's role was equivalent to director.

I've seen Chubb's internal email dated the afternoon of 30 December 2024 which says its underwriters were endorsing the policy to change the definition of director to remove the reference to being listed on Companies House and so Ms H would be covered.

I can understand why Ms H didn't want to risk being potentially responsible for a large medical bill. And I accept her submissions – which I consider to be consistent, plausible and persuasive - that having not received confirmation that her claim was covered by the morning of 30 December 2024, she'd started her return journey by car back to the UK. She was almost back in the UK when she received a call from Chubb that it would now cover her claim.

In its final response letter dated January 2025, Chubb accepts that there was a flaw in the policy's structure. I'm satisfied that it's reasonable to assume that this means the director definition should've been worded differently at the outset. I'm satisfied that if this had been the case, Chubb would've confirmed cover much earlier than it did. It would've prevented the uncertainty and the time spent internally clarifying this point. This would've also prevented Ms H from having to return to the UK for an operation and she would've had surgery, abroad, on 2 January 2025, as arranged.

Further, I also think had Chubb's representatives asked Ms H when she first contacted it for assistance to confirm her job title, this would've prevented the delay in obtaining this information. Chubb would've then promptly obtained confirmation from its underwriters (as it later did) about whether Ms H should be covered given her seniority, and the endorsement

would've been added to the policy amending the definition of director. In that case, I'm also satisfied that the claim would've been confirmed before Ms H travelled back to the UK and surgery would've still taken place, abroad, on 2 January 2025.

Impact

Chubb has apologised and offered £500 compensation. However, I'm not persuaded that it fairly appreciates the impact of its errors on Ms H.

I accept that Ms H was put to the unnecessary confusion of whether her claim would be covered and then having to unnecessarily chase Chubb to see if was. This was at a time when she was in considerable discomfort and situationally vulnerable, having fractured her ankle.

Ms H then had to cancel the surgery booked for 2 January 2025 which would've been upsetting, to then travel as a passenger by car for many hours back to the UK. She says she was in "tremendous pain" and given the nature of her injury "any endured shocks due to the car journey were not only painful but potentially have impacted recovery". I find this plausible, and I accept that the journey home would've been very worrying and distressing for Ms H.

Ms H says that she had surgery in the UK eight days after the date she would've had it abroad. I've got no reason to doubt what she says, and I accept that. She said this delay has had a detrimental effect on her recovery.

Our investigator requested medical evidence from Ms H to support this. Nothing has been received and without medical evidence supporting a direct link between the delay in surgery and the detrimental impact she describes, I'm not persuaded that's the case on the balance of probabilities. I also think that if it was a medical necessity for surgery to have taken place immediately, it would've been treated as an urgent case and the operation would've been booked in for an earlier date.

However, I do accept that Ms H's worry that the delay in surgery would have a lasting effect on her recovery was genuine and reasonable. It would've been frustrating to be told by Chubb on her way back to the UK that the claim was covered. This would've been exacerbated by having to wait an extra eight days for surgery once back in the UK and being in pain and discomfort for longer than she needed to be.

I'm currently satisfied that £1,000 compensation is a fairer reflection of the distress and inconvenience Ms H experienced because of Chubb's errors in this case.

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I invited both parties to respond to my provisional decision. Chubb accepted my provisional findings. Ms H didn't reply.

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.

As neither party has provided anything further for me to consider, I find there's no compelling reason to depart from my provisional findings.

For this reason, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I'm satisfied Chubb needs to do more to put things right.

My final decision

I uphold this complaint to the extent set out above.

I direct Chubb European Group SE to pay Ms H £1,000 compensation for distress and inconvenience (less £500 it's offered, if this has already been paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 20 November 2025.

David Curtis-Johnson
Ombudsman