

## The complaint

Miss W and Mr W have complained about the settlement of travel insurance claim by Europ Assistance SA.

## What happened

Mr W had a rucksack taken whilst abroad – he was injured during the incident. Miss W and Mr W raised a complaint about this which has been the subject of another decision. The ombudsman required Europ Assistance to reassess the claim in line with the remaining policy terms. It did so but Miss W and Mr W are unhappy with the settlement as it didn't include the cost of phone calls that Mr W made to Europ Assistance.

Miss W and Mr W referred their complaint to our Service. The investigator didn't recommend that it be upheld – he didn't conclude that telephone calls were a benefit provided by the policy.

Miss W and Mr W appealed. They accepted that this was not a policy benefit but said the complaint was about misleading information and breach of contract.

As no agreement has been reached the complaint has been passed to me to determine.

## 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'd like to reassure Miss W and Mr W that whilst I've summarised the background to this complaint, I've carefully considered the submissions the parties have made. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's principles provide that insurers must pay due regard to the interests of its customers and treat them fairly. So I've considered, amongst other things, the contract terms, regulatory rules and the available evidence to decide whether I think Europ Assistance treated Miss W and Mr W fairly. Having done so, and although I recognise that they will be disappointed by my decision, I don't uphold this complaint for the following reasons:

- The policy says *if you need assistance, call immediately, at any time 24/7* before giving the number. It also gave a dedicated website address *'in case of an insurance claim (cancellation, baggage, etc)'*. So although there was a free alternative to using the phone, I do understand why Mr W was very frustrated when he did call and had to hold on and listen to a recorded Covid message on repeat. I don't find that his expectation that the call would be answered speedily was unreasonable. I say this especially as Mr W was calling from abroad and I can see the roaming charges were very high.

- However Mr W says that his complaint is about breach of contract. I understand that he feels that he should be reimbursed for the cost of calls he made – but the policy is the contract between Miss W and Mr W and Europ Assistance and it doesn't provide this benefit. That is, there was no promise to reimburse calls (or other communication expenses) and this being so I don't find that there has been a breach of contract.
- Mr W also complains that the advertising in the policy document was misleading. He feels that a service was paid for and not provided. However, I can see from information previously submitted to us that Mr W did manage to get through to Europ Assistance the day after the incident and reported the claim so I don't find that an advertised service wasn't provided. Mr W also feels that the statement on the documentation which says "Leave without a worry..." was misleading – but I don't find that this was inaccurate information given by Europ Assistance. Insurance is designed to protect policyholders medically and financially should they need to claim – they can leave without worrying about such contingencies happening. I should make clear that in this decision I'm not considering the sale of the policy.
- Mr W has said that through this process he was hoping that our Service would improve standards and hold companies responsible for their actions. I understand this but the Financial Ombudsman Service doesn't regulate financial firms – that is the role of the Financial Conduct Authority. Our Service is a scheme set up by statute whereby certain disputes may be resolved quickly and with a minimum formality by an independent person. I am sorry that on this occasion Miss W and Mr W will remain disappointed as I am unable to conclude that Europ Assistance should refund the cost of calls made from abroad.

### **My final decision**

For the reasons given above my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W and Mr W to accept or reject my decision before 30 December 2025.

Lindsey Woloski  
**Ombudsman**