

The complaint

Ms W is unhappy with the way Chubb European Group SE handled a claim under her travel insurance policy ('the policy') when she required medical treatment abroad after she was injured.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

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

I've considered all points made by Ms W (along with all the other evidence). However, I won't respond to each of these. I hope she understands that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

The decision to not to cover a claim

I know Ms W feels very strongly that Chubb has acted unfairly by not covering her claim. However, for reasons I'll go on to explain, I'm satisfied that Chubb has fairly relied on the policy terms when taking this decision.

The policy was offered as part of Ms W being an account holder with a digital bank. Under the section entitled "activating the insurance", the policy terms say:

To be eligible for cover under the...Travel Insurance policy you must use your...account to pay directly for at least 75% of your primary transport and accommodation expenses (as applicable to your trip)...

...We will not cover claims if this condition [sic] are not met...

To provide proof of account use:

...you must provide receipts or statements showing that the account was used for over 75% of the transport and accommodation.

This evidence must be provided within a reasonable timeframe. Failure to provide the required documentation may result in claim not being paid or delays in claim processing.

Exceptions can be made in certain circumstances...The insurer will evaluate each situation individually to determine if an exception can be made for coverage consideration.

Shortly after Ms W had contacted Chubb to inform it of her injury, Chubb asked for confirmation that 75% of her trip was paid with her bank account card. Ms W replied that the cost of the trip had been paid by her partner's family.

I'm therefore satisfied that the policy hadn't been activated in line with the terms of the policy.

I've considered whether this leads to a fair and reasonable outcome in the circumstances of this case. I'm satisfied it does.

When making this finding, I've taken into account that Ms W has subsequently said that she'd transferred some money to her partner to cover the costs of the flight around the time the holiday started. However, Chubb has said that under the policy terms, the cost of the trip must be paid directly using her account.

Ms W has provided a screenshot showing money being transferred from her account around the date the trip started together with confirmation of the costs of the flights. However, the amounts don't exactly match. So, I'm not persuaded that the amount transferred was for the flight costs. It could've been transferred for a number of reasons. If the amount transferred by Ms W represented the flight costs, I think it's likely that she would've mentioned this when originally asked about providing confirmation that 75% of the cost of the trip had been paid through her account.

Ms W also says that she later paid for her share of the accommodation costs. However, this was after the trip and after she required medical treatment abroad.

So, I don't think it's fair and reasonable to conclude that the amounts transferred by Ms W activated the policy, particularly as the more contemporaneous evidence from around the time she required assistance under the policy supports that she'd said that she hadn't paid for the trip.

The way the claim was handled

When first contacting Chubb to notify it of her injury and seeking assistance, Chubb's representative didn't tell Ms W about having to pay 75% of the trip through her account to activate the policy.

I've listened to the initial call, and I'm not persuaded that Ms W was given a guaranteed assurance that her claim would be covered. She was told medical costs would likely be covered but Chubb would need to review any medical reports.

The next day, Chubb requested confirmation that 75% of the trip had been paid on her account. And based on Ms W telling Chubb that her partner's family had paid for the trip, it promptly notified Ms W the day after that cover wasn't in place.

I'm satisfied that initial call should've been handled better, and Ms W should've reasonably been told about the requirement to have paid 75% of the trip on her account to activate the policy. This would've better managed her expectations and would've avoided the subsequent disappointment when she was told of this requirement.

After the complaint was brought to the Financial Ombudsman Service, Chubb offered £100 compensation to acknowledge that it hadn't addressed this issue in its final response. I'm satisfied that this amount fairly reflects the impact of this error on Ms W. I'm satisfied that she would've been disappointed by not being given this information initially and this would've been exacerbated by this concern not being addressed by Chubb.

However, ultimately, I'm not persuaded on the balance of probabilities that anything different would've happened if Ms W had been given more information about how the policy is activated in the initial call. Although Ms W says she had another travel insurance policy she could've sought assistance under at the time, I'm not persuaded that she was prevented from contacting that insurance provider for support.

My final decision

I partially uphold this complaint to the extent set out above and direct Chubb European Group SE to pay Ms W £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 9 January 2026.

David Curtis-Johnson
Ombudsman