DRN-5979521

The complaint

Mrs A complains that Chubb European Group SE has turned down a medical expenses claim she made on a travel insurance policy.

What happened

The circumstances of this complaint are well-known to both parties. So I've simply set out a summary of what I think are the key events.

Mrs A holds travel insurance as a benefit of her card account.

On 23 June 2024, Mrs A flew abroad to a country I'll call S. She was due to return to the UK on 19 July 2024. At the time, she travelled, Mrs A was nearly 33 weeks pregnant.

Unfortunately, a few days before she was due to fly back to the UK, Mrs A was diagnosed with an infectious illness. She contacted Chubb's emergency medical assistance team (the MAT), which advised her to seek medical treatment. Mrs A was prescribed medication.

However, given Mrs A's diagnosis with an infectious illness and given her symptoms, it seems Mrs A was unable to travel on her pre-booked return flight. So she rescheduled the flight for mid-September 2024 – a few weeks after she was due to give birth.

Mrs A asked the MAT whether it would cover her to remain in S to give birth. However, it declined to pay these expenses, as it said Mrs A wasn't suffering from a complication of pregnancy (which the policy provides cover for in certain circumstances). It also didn't think she had the right documentation to show she'd been fit to fly in June 2024. The MAT said it would look into arranging a flight for Mrs A to return to the UK, although it seems it had little success.

On 29 July 2024, given Mrs A's ongoing symptoms of illness and the potential complications that illness could have on her pregnancy, a treating team in S concluded that Mrs A needed to give birth earlier and be induced. Mrs A says that given she was over 37 weeks pregnant at that point, no airline would have agreed to allow her to fly.

Chubb maintained its decision to decline a claim for any of Mrs A's medical costs which resulted from her pregnancy and delivery. So Mrs A asked us to look into her complaint. Our investigator didn't think Chubb had treated Mrs A unfairly. She thought Mrs A had provided the correct documentation to show she'd been fit to travel. But she didn't think it had been unreasonable for Chubb to have concluded that Mrs A hadn't been suffering from a complication of pregnancy and that therefore, her claim wasn't covered by the policy terms.
Mrs A disagreed and so the complaint was passed to me to decide.

I issued a provisional decision on 10 November 2025 which explained the reasons why I didn't think Chubb had treated Mrs A fairly. I said:

'First, while it's clear Mrs A went through a very difficult and stressful time in S, I'd like to

congratulate Mrs A and her family on the arrival of her baby.

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 the regulator's principles, the policy terms and the available medical evidence, to decide whether I think Chubb treated Mrs A fairly.

It seems to me that there are two key issues for me to decide. First, whether the fit to fly documentation Mrs A provided meets the policy terms. And secondly, whether it was fair for Chubb to conclude that Mrs A didn't have a valid medical claim on the contract. I'll explore each point in turn.

The fit to fly documentation

I've carefully considered the policy terms and conditions, as these form the basis of the contract of insurance between the parties. Page 32 of the policy states:

'If you're travelling within 12 weeks of the expected date of delivery, a medical certificate must be provided which is dated no earlier than 5 days before the outbound travel date - issued by a doctor or midwife confirming the number of weeks of pregnancy and that they are fit to travel.'

Chubb concluded that Mrs A's fit to fly documentation wasn't valid. That seems to be because Mrs A's obstetric examination took place on 12 June 2024. However, the fit to fly documentation is dated 21 June 2024 – which was only two days before Mrs A flew to S. The certificate clearly states that Mrs A was 32+4 weeks pregnant and that she was fit to fly. In my view then, the documentation falls squarely within the policy requirements and Mrs A has shown she met the policy terms.

Was it fair for Chubb to conclude that Mrs A didn't have a valid claim on the policy?

Again, I've looked carefully at the contract terms. Section B sets out the cover 'If you get sick or injured'. It 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.

Medical treatment

A medical professional must prescribe or give any treatment you receive. This can include surgery and tests to diagnose what's wrong with you. It must be directly related to the injury or illness you tried to get treatment for. The person treating you must say any treatment you get is medically necessary and an emergency. By emergency, we mean that it can't be delayed until you return to the UK. The doctor treating you will be responsible for deciding whether or not it's an emergency.'

It seems Mrs A was diagnosed with an infectious illness on 13 July 2024. I can see from the

MAT's notes that she called it the same day to ask for help. The treating hospital prescribed Mrs A a specific medication to treat her illness, which Chubb agreed to pay for. I can see the MAT's notes state that Mrs A was struggling to breathe. In my view, then Chubb seems to have accepted that Mrs A suffered an illness while she was abroad – which is specifically insured under the policy.

The MAT's records indicate that on 18 July, Mrs A let it know that she didn't think she'd be able to fly home the following day as planned and asked what her options were in terms of cover. The MAT didn't provide any kind of response to Mrs A until 20 July – after her planned return flight had departed. On 22 July 2024, Mrs A explained that she'd seen urgent care to discuss the possibility of flying home, but that as she was still showing symptoms of the illness, she'd been advised against doing so. And it seems that on 24 July (when Mrs A's pregnancy was over 37 weeks), the MAT was advised to check whether any airline would be in a position to fly Mrs A back to the UK, given her stage of pregnancy. It also appears that at that point, Chubb was prepared to agree to paying for Mrs A to return to the UK. The notes indicate that the MAT was looking into the possibility of repatriation flights for Mrs A, but that she'd need an obstetric appointment ahead of travel.

Mrs A saw an obstetrician on 29 July 2024. She told the MAT that the doctor had declined to provide her with a fit to fly, given the fact that she was still positive for the infectious illness and her stage of pregnancy. I've seen a copy of a follow-up letter dated 30 July. The doctor stated:

'(Mrs A) is due on 12 August 2024 and has developed a high risk pregnancy due to worsening respiratory symptoms following…infection. To minimise the risk of further complications, labour induction has been planned.'

There is limited medical evidence available in the circumstances of this case. However, it seems to me that Chubb accepts that Mrs A became unwell with an infectious illness which needed treatment. By Mrs A's account, her symptoms prevented her from taking her pre-booked return flight to the UK. And the obstetrician's evidence directly links Mrs A's worsening symptoms following her infection with the need to undergo induction of labour in S, as well as corroborating the symptoms Mrs A had reported to the MAT. So it seems to me that the need for Mrs A to undergo labour induction abroad was the direct consequence of her illness with an infection.

Even if I'm wrong on that point though, the limited evidence I do have indicates that Mrs A's trip abroad had to be extended because she developed an illness which meant she wasn't fit to fly on her booked return date. NHS guidance still recommends that people with Mrs A's illness should stay at home and avoid other people until their symptoms have improved. The obstetrician's evidence shows Mrs A still had respiratory symptoms 17 days after her initial diagnosis. And, given her likely stage of pregnancy once she sufficiently recovered to fly, it seems unlikely an airline would have been prepared to fly her. I say that because by the time Chubb asked the MAT to investigate flights for Mrs A, she was already 37 weeks pregnant. I've taken into account the guidance from Mrs A's own airline, which says it won't fly women who are over their 36th week of pregnancy. This is echoed in health guidance issued by the UK Civil Aviation Authority.

As part of my review of this complaint, I asked Chubb to provide me with evidence from its clinical team. In particular, I asked it to comment on the medical evidence Mrs A had sent us (as Chubb hasn't sent us any medical evidence) and to specifically comment when, on balance, its medical team thought she would've been fit to fly back to the UK, given her stage of pregnancy and illness. Despite me providing Chubb with an extension to respond, to date, it hasn't sent me this evidence.

Therefore, based on the information I have, I think it's fair to say that, on balance, Mrs A's need to remain in S and have her baby abroad was all a direct consequence of her illness. And as such, I don't think it was fair or reasonable for Chubb to have simply assessed whether Mrs A was suffering from a complication of pregnancy and accordingly turn down her claim. Instead, it seems to me that Mrs A has demonstrated she has a valid medical expenses claim.

This means I'm currently persuaded that it wasn't fair or reasonable for Chubb to turn down Mrs A's medical expenses claim. Instead, I currently find that it must treat Mrs A's claim as being directly linked to her diagnosis with an infectious illness and to consider her full claim in line with the medical expenses cover provided by the policy.'

I asked both parties to send me any additional evidence they wanted me to consider.

Mrs A accepted my provisional findings but asked that I also make an award of compensation for the distress and inconvenience she'd suffered.

Chubb strongly disagreed with my provisional decision and I've summarised its detailed response below:

- It said it hadn't received the medical evidence relating to the pregnancy complications Mrs A had suffered until October 2025 – over a year after it had issued its final response to Mrs A's complaint in August 2024. It questioned why Mrs A hadn't provided this evidence during the live claim. And it didn't think I should include any medical evidence dated after August 2024 in my consideration of Mrs A's complaint. Instead, it said it could potentially review the claim again now if Mrs A could provide evidence of her costs;
- When Mrs A had first contacted the MAT, she hadn't told it she was pregnant – she simply told it about a chronic condition she had and the infectious illness. Given Mrs A had been scheduled to return to the UK on 19 July 2024, it felt it would have been reasonable for Mrs A to mention her pregnancy to allow the MAT to urgently assess whether she could have been safely repatriated. Instead, she didn't mention her pregnancy until 18 July 2024;
- Mrs A had changed her return flight on 17 July 2024 with no medical evidence to support she was unfit to fly at that point. Moreover; there's no evidence that Mrs A had arranged a fit to fly note for her original return flight and her original flight had been booked very near to the 37-week deadline for flying ;
- Medical evidence from 18 July 2024 stated that Mrs A couldn't fly unless she was signed off by a gynaecologist, but the symptoms noted on the medical report didn't indicate she had any other pregnancy complications. And an induction scheduling note dated 24 July 2024 didn't record any complications either;
- The reviewing doctor noted that a post-partum report referred to Mrs A having suffered from gestational hypertension and pre-eclampsia – but they said there was no evidence that Mrs A was suffering from these conditions during pregnancy;
- On balance, the doctor said that if Mrs A had been clinically well, she would have been fit to fly on 17 July 2024. Thereafter, it would have explored repatriation options, including air ambulance repatriation if Mrs A was cleared to fly by an obstetric and gynaecological specialist. But it said it hadn't been given an opportunity to do so.
- Chubb argued that Mrs A had prejudiced its position because she'd made her own arrangements and hadn't provided it with full details about her condition.

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, I still don't think Chubb treated Mrs A fairly and I'll explain why.

I'd also like to reassure Chubb that while I've summarised its very detailed response to my provisional findings, I have carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been raised and nor do our rules require me to. Instead, I've focused on what I believe to be the key issues.

Firstly, I appreciate Chubb didn't receive a copy of Mrs A's medical evidence until October 2025, over a year after it issued its final response to her complaint. So it says it hasn't had an opportunity to assess the evidence. I've therefore carefully considered whether I think it's fair for me to take the medical evidence into account as part of this decision. While I must apply the rules of natural justice, I also have an inquisitorial remit. And it's clear that Chubb and its clinical team have had a chance to fully review and comment on the evidence I relied on – both prior to and after the issue of my provisional decision. Given Chubb's comments, it seems it intends to simply review the evidence again along with evidence of the costs Mrs A incurred – which is effectively the award I explained I planned to make. So I don't think it disadvantages Chubb for me to consider Mrs A's evidence as part of this complaint. In my view, it's a pragmatic way to bring the complaint to a close for both parties. And I don't think it would be reasonable for me to entirely disregard evidence from a medical expert about Mrs A's claim, regardless of the date it was presented to Chubb.

I accept Chubb's submission that Mrs A didn't notify it of her pregnancy – or stage – until 18 July 2024, based on the contact notes it's provided. I also accept that this was after Mrs A had already rebooked her flight and that she'd done so without authorisation from the MAT. I agree it may well have been helpful if Mrs A had told the MAT about the pregnancy at the outset, so it could factor this into its clinical decision making.

Nonetheless, I note Chubb's reviewing doctor indicates that Mrs A would've been fit to fly on 17 July 2024 *if she was clinically well.* But the medical evidence I have doesn't indicate that Mrs A was clinically well. I say that because Mrs A had been diagnosed with and been prescribed medication for an infectious illness. And it remains the case that the report of Mrs A's appointment on 29 July 2024 concluded that Mrs A had *'developed a high risk pregnancy due to worsening respiratory symptoms following…infection.'* While I accept the possibility that Mrs A had improved between diagnosis in mid-July and a deterioration of her symptoms in late July 2024, I don't think the evidence indicates this is most likely. So I don't think I've seen enough persuasive medical evidence that Mrs A was clinically fit to fly between 17 and 29 July 2024. Instead, I still find it's more likely than not that Mrs A was suffering from symptoms of an infectious illness that prevented her from flying. And this is the case regardless of when Chubb was notified about Mrs A's pregnancy.

Given Mrs A was over 37 weeks pregnant by 24 July 2024, it seems very unlikely that Chubb could have successfully arranged a commercial repatriation for her, especially given the evidence suggests she still had symptoms of an infectious illness – which worsened. And while Chubb may have been able to explore arranging an air ambulance, the medical evidence from the obstetric doctor doesn't persuade me it's likely that they'd have found Mrs A was fit to fly.

On balance then, I'm still more persuaded that the medical evidence shows it's likely that the reason Mrs A had to delay her return to the UK and undergo induction of labour was as the direct consequence of her diagnosis of an infectious illness and the worsening of her respiratory symptoms. Nor do I think Chubb has provided sufficiently persuasive evidence that any action by Mrs A materially prejudiced its position because, as I've said, I don't think

it's likely it could have arranged her repatriation before the expiry of the general 37 week limit.

Chubb has referred to other complications of pregnancy that were noted in Mrs A's medical notes. Any claims resulting from such complications which Mrs A was aware of before travelling wouldn't be covered under the policy. I must make it clear that I haven't taken those complications into account as part of my consideration of this complaint. That's because my finding is that Mrs A's return was delayed due to an infectious illness which resulted in her being unable to fly within the 37 week limit and which then led to induction of labour becoming necessary.

Additionally, Chubb has argued that Mrs A's original return flight was very close to the 37 week limit and queried whether she'd arranged a fit to fly for that particular flight. I don't think that's relevant to the outcome of this complaint though. I say that because Chubb accepted the risk of Mrs A travelling based on the terms and conditions of this policy and because there's nothing to suggest that but for Mrs A developing an illness, she wouldn't have been able to take her flight as planned. And it would have been at the airline's discretion whether or not to allow her to board if her existing fit to fly note wasn't sufficient.

So, I'm still satisfied that in these very particular and specific circumstances, Mrs A has shown that her need to remain in S and have her baby abroad was all a direct consequence of her medically evidenced illness. And therefore, I still don't think it was fair or reasonable for Chubb to have simply assessed whether Mrs A was suffering from a complication of pregnancy and accordingly turn down her claim. I remain persuaded that Mrs A has demonstrated she has a valid medical expenses claim.

I must make it clear that I'm not telling Chubb to *pay* Mrs A's claim. I'm simply directing it to reconsider the claim in line with the remaining terms and conditions of the policy and any applicable limits and excesses. If there is any subsequent dispute about either the claim outcome or the amount of the claim settlement, then this would need to be the subject of a new complaint to Chubb in the first instance before our Service would potentially have the power to consider it.

Mrs A considers it would be fair and reasonable for Chubb to pay her compensation for the distress and inconvenience she suffered. I've considered this point carefully. But in the round, I've decided not to make such an award. That's because while I don't think Chubb handled the claim fairly, by Mrs A's account, she had no choice but to remain abroad to have her baby. And given the situation, I think Mrs A would always have experienced a real degree of worry and concern. I've also borne in mind that I don't think Mrs A gave all Chubb all of the information it needed upfront to help it deal with her claim.

Putting things right

Overall, I now direct Chubb European Group SE to reconsider Mrs A's medical expenses claim in line with the remaining terms and conditions of the contract and without reference to the complications of pregnancy clause.

My final decision

For the reasons I've given, my final decision is that I uphold this complaint and I direct Chubb European Group SE to put things right as I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 5 January 2026.

Lisa Barham
Ombudsman