

## **The complaint**

Mr C is unhappy with the assistance he received from Chubb European Group SE under his travel insurance policy ('the policy') when he required emergency medical treatment abroad.

All reference to Chubb includes its medical assistance team and other agents.

## **What happened**

Mr C was abroad when he experienced chest pain. He went to hospital for initial treatment and was told there was a heart issue. His partner contacted Chubb for assistance.

Mr C says that Chubb unreasonably delayed providing a guarantee of payment. He was worried that he wouldn't be able to access the life-saving treatment he needed and ended up paying for treatment to the medical facility abroad for emergency treatment (costing many thousands of pounds). He says he was then prematurely discharged because the delay in providing a guarantee of payment.

Chubb accepts that there were times when it should've provided better service to Mr C. Chubb offered Mr C £250 compensation to recognise this. However, Chubb doesn't agree that it unreasonably delayed providing a guarantee of payment to the medical facility. It says it couldn't verify the claim until it had received the information to confirm that cover was in place.

Mr C complained to the Financial Ombudsman Service. Our investigator looked into what happened and didn't recommend Chubb do anything further to put things right in this case.

Mr C raised further points which didn't change our investigator's opinion. So, his complaint has been passed to me to consider everything afresh to decide.

## **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.

In considering what's fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time.

That includes Chubb's regulatory obligations (including its obligation to handle insurance claims promptly and fairly) and the Consumer Duty, which Mr C has also raised.

I've considered all other points made by Mr C (along with all the other evidence). However, I won't respond to each of these. I hope he 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.

I know Mr C feels very strongly that Chubb should do more to put things right in this case. I appreciate what happened abroad would've been very upsetting and worrying for him. I have a lot of empathy for his situation, at a time when he was situationally vulnerable and very unwell. However, for reasons I'll go on to explain, I'm satisfied that Chubb's offer to pay £250 compensation is fair to reflect the impact on him, and it doesn't need to do anything more to put things right.

### **Medical assistance**

The crux of the complaint for me to determine is whether Chubb unreasonably delayed providing a guarantee of payment to the treating facility. And overall, I don't think it did.

Mr C is an account holder with a digital bank, and the policy is offered as part of that. 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). When we say primary transport we mean the main means of travel to your destination we do not include transfers to and from the primary means of travel...

...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.

Having listened to the phone call when Mr C's partner first contacted Chubb for assistance, I'm satisfied Chubb's representative informed Mr C's partner of the requirement for at least 75% of expenses (applicable to the trip) to be paid on Mr C's account. I'm satisfied that Chubb also followed this up by email to Mr C.

It said:

To be covered under the terms of your...Travel Insurance policy at least 75% of costs towards your overseas flights and pre-booked accommodation should be paid using your... card. Please forward the following documents so we can verify this:

- Your original flight booking confirmation and invoices
- Your original accommodation booking and invoice
- A copy of your... bank statement reflecting the... card payment made for the flight booking and accommodation booking.

During the initial call, I'm also satisfied that Chubb's representative was told that Mr C was no longer in hospital and had discharged himself. However, as it transpired, Mr C did need to have treatment at a different facility with a cardiology unit.

From the information I've been provided, I'm satisfied that the medial facility subsequently and repeatedly asked Chubb for a guarantee of payment. However, in the circumstances of this case, and taking into account the terms of the policy referred to above, I don't think it was unreasonable for Chubb to want the evidence requested from Mr C (invoices and bank statements) to first establish whether 75% of transport and accommodation costs had been paid on his account.

When making this finding, I accept that Mr C did email Chubb shortly after the case was set up to say that he'd booked more than 75% of the flight cost with his account card. However, I'm satisfied that Chubb acted fairly and reasonably by relying on the policy terms to request documentary evidence of the costs incurred and the method of payment. This was to check that the policy had been activated. From what I've seen, I'm persuaded that Mr C was able to provide documents but not everything he provided supported that 75% of the costs had been incurred on the card belonging to the account.

In the circumstances of this complaint, until this had been established, I think it was fair for Chubb to not confirm cover or provide a guarantee of payment to the medical facility.

I know this impacted Mr C. He ended up having to pay many thousands of pounds, up front to the medical facility, on his credit card and he says he's incurred interest and transaction fees as a result. He also describes how he was asked to provide a 'chip and pin' to pay for medical treatment whilst in the medical facility, barely conscious. I accept this would've very distressing. But I don't think it would be fair and reasonable to hold Chubb responsible for the manner and timing in which the medical facility insisted on payment from Mr C.

When making this finding, I've taken into account whether Chubb should've reasonably done more to assist Mr C in the circumstances. For example, agreeing to provide a guarantee of payment on the basis that he signed a disclaimer to say that he would reimburse Chubb for the associated medical expenses it had guaranteed if it subsequently transpired, he wasn't covered under the policy. However, I've seen no evidence from the medical facility to say that it was refusing to provide or continue treatment for Mr C if a guarantee of payment wasn't in place. Further, and in any event, although I understand why Mr C would've been reluctant to pay a significant sum of medical costs, he was able to do so on his credit card. So, I don't think Chubb acted unfairly by not providing further assistance in this regard.

Mr C says that he was discharged prematurely from hospital because the guarantee of payment wasn't in place and he'd reached his credit card limit. But by that stage, I'm satisfied that Chubb hadn't received all the necessary documents it had requested to verify cover. And the medical evidence from the time doesn't say that it was medically unsafe for Mr C to be discharged when he was.

Ultimately, the medical facility has a duty of care to their patients and if it wasn't medically appropriate for Mr C to be discharged, I don't think he would've been. The medical report from the time reflects that although the medical facility did want to observe Mr C, he was stable, had no chest pain, and was being discharged. Mr C was invited back for a follow up consultation in the days following to check on him.

Chubb does accept that it should've provided better service to Mr C on occasions. It accepts that it wrongly referred him to the claims team and there were times when it should've proactively updated him and confirmed which information was outstanding to help verify the claim. However, looking at the time timeline, the communications, the information Mr C was able to provide, and the further queries raised by Chubb (which I think were reasonable), I'm not satisfied on the balance of probabilities that cover would've been confirmed to be in place before Mr C was discharged from hospital.

I also think Chubb should've requested Mr C's GP history earlier that it did and it should've been more proactive in chasing up the information it needed from Mr C (or his partner on his behalf) to request this information. It's common for travel insurers to want to review the medical history before verifying a claim to check things like whether the medical treatment being claimed for is related to a pre-existing medical condition and therefore might not be covered under the policy.

Given the circumstances, I think Chubb should've identified earlier that it would likely need to review the medical history. Once requested, the information from the GP was promptly received. However, I think if Chubb had been more proactive and this information had been requested earlier, it would've provided more assurance to Mr C that it was actively looking to progress matters. This would've been frustrating for Mr C.

Overall, I'm satisfied that £250 compensation Chubb offered in its final response letter dated 4 June 2025 fairly reflects the distress and inconvenience caused to him because of those errors.

When making this finding, I've taken into account the health issues Mr C has described having since he returned to the UK. He says Chubb's delays and early discharge are factors in this. I'm sorry that Mr C has had issues with his health since returning to the UK. However, on the balance of probabilities, I've seen no medical evidence which convinces me that any errors attributed to Chubb caused or contributed to this.

Mr C also says that Chubb's continual requests for more information about how he paid for flights and accommodation whilst abroad also caused his health to deteriorate whilst abroad. This is of course possible. But I'm not persuaded that the medical evidence supports it was the request for further information to help verify his claim which caused breathlessness whilst abroad.

Chubb also accepts, that on one occasion, it had not used the correct email address resulting in an 'undeliverable message' being sent. However, this was noted quickly and resent to the correct address. I don't think this short delay impacted Mr C in the circumstances of this case.

I know Mr C has said that his claim has yet to be paid and there have been further service issues. However, I haven't considered these issues. So that everyone is clear, I've only considered what happened up to the date of final response letter (dated 4 June 2025) and the concerns raised by Mr C up to that stage and which were addressed therein.

### **My final decision**

Chubb European Group SE has already made an offer to pay Mr C £250 compensation. I find this offer to be fair in all the circumstances.

So, my decision is that Chubb European Group SE should pay Mr C £250 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 December 2025.

David Curtis-Johnson  
**Ombudsman**