

The complaint

Mr and Mrs D have complained about the way Europ Assistance SA has offered to settle their claim.

What happened

Mr and Mrs D have travel insurance, underwritten by Europ Assistance SA. They went on a diving trip when unfortunately, Mrs D fell and dislocated her shoulder and was unable to continue diving.

Mr and Mrs D made a claim which Europ Assistance SA accepted. It offered a settlement of £1,000 under the medical assistance and expenses section for the following:

“Reimbursement of any pre-paid excursion or specialised hired sports equipment: Up to £500 if You have an accident, suffer an unforeseen illness or are undergoing medical treatment during Your Trip and a registered Medical Practitioner advises You not to continue Your excursion or sports activity.”

Mr and Mrs D complained as they wanted reimbursement to cover all the missed dives from the point Mrs D had her accident.

Our investigator looked into the complaint and thought it would be fair and reasonable for Europ Assistance SA to reimburse Mrs D's portion of the costs from the date of Mrs D's accident as she didn't get the benefit of her trip and she was unable to dive for the remainder of it, which was the sole purpose of the holiday.

Europ Assistance SA disagreed and said that Mrs D hadn't cut her trip short and so that section of the policy terms didn't apply. It said it had assessed the claim in line with the correct term and that as Mr and Mrs D had an all-inclusive holiday, they still were able to continue with the rest of the trip. The reimbursement for excursions (missed dives) had been paid under the relevant section. It asked for an Ombudsman's review.

And so the case has been passed to me.

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 don't think this complaint should be upheld. I'll explain why. But firstly, I'd like to say I'm sorry to hear of Mrs D's accident and injury whilst she was on holiday.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The background to this matter has been set out in quite some detail by the investigator. And I have carefully considered everything both parties have said even if I don't explicitly address every point in my decision. I won't repeat the facts here again. Instead I will focus on what I

consider to be key to my conclusions.

The starting point is the policy terms and conditions which make up the contract of insurance between Mr and Mrs D and Europ Assistance SA.

Europ Assistance SA offered £1,000, £500 each for Mr and Mrs D under the 'medical assistance and expenses' section. I think that is the correct section to consider their claim against as there is a specific benefit payable in circumstances where a medical practitioner advises to no longer continue with an excursion for medical reasons.

Mrs D had dislocated her shoulder but this was relocated and she was advised not to take part in any further dives. The 'cutting short your trip' section only applies if Mr and Mrs D had to cut their trip short based on medical advice. They did not return home and so they did not cut their trip short. On a strict application of the terms, this section does not apply to their circumstances.

I can depart from a strict application of the terms if I think it is fair and reasonable to do so but in this case, if I was to depart from a strict application of the terms, I don't think that produces a fair and reasonable result for a number of reasons:

- Although Mrs D was unable to continue with her dives, she was not confined to her room or prevented from doing anything at all.
- The medical evidence does not advise Mrs D to cut her trip short.
- The booking voucher confirms the price in a Deluxe Double Cabin of £3,104.23 each and includes the following: "VAT, Port Fees, Drinking Water, Soft drinks, Tea & Coffee, Wine with Dinner, Full-Board Meal Plan (All meals), Snacks, Diving Package, Land Excursions, Beach Towels, Cabin Towels, Complimentary Toiletries."
- There is no separate breakdown for the cost of the diving package.
- Mr D was not injured and there is no medical reason given to say that he had to stay with Mrs D and not continue with his dives. Her shoulder had been relocated and she had "*immediate relief from pain and discomfort*" as noted in the cruise director's letter dated 10 March 2025.
- Mr D has said that after the accident, they did nothing. But they had an all-inclusive package with food and drinks included. Land excursions are also referred to but Mr D says there weren't any as part of their package.
- For me to say that the purpose of Mrs D's trip was frustrated, I would have to be satisfied that she was unable to continue with the trip at all, and that she was confined to a cabin but there is no evidence that this was the case. She was still able to walk around the ship, enjoy her food and drink and access the viewing deck.
- I appreciate the disappointment she would have felt but the policy doesn't cover loss of enjoyment. And if I consider the costs and invoice as a whole, Mrs D missed approximately half of her dives. Europ Assistance SA has offered £1,000 in total (£500 for Mr D as a gesture of goodwill). I don't think it's fair or reasonable to ask Europ Assistance SA to pay any more than £1,000 taking into consideration what the total costs of the trip include as set out above.

I issued my provisional decision on 20 January 2026 and invited both sides to provide further comments. I thank the parties for responding. Mr D has made the following comments which

I have summarised:

1. The claim hasn't been settled and no payment has been made.

Europ Assistance SA has confirmed that the payment of £1,000 has been authorised and the payment can be activated by Mr D introducing his bank account details on the claims portal. Alternatively he can ask for a manual transfer.

2. The medical report clearly states that Mrs D should maintain relative rest and avoid activities that involve physical exertion or water activities and avoid going up and down stairs.

The medical evidence does not say Mrs D needs to be confined to her cabin or return home.

3. Mr and Mrs D claimed for the unused excursion after the incident and no other claim. No reimbursement for missed dives has ever been offered and this was exactly what they claimed.

Mr and Mrs D have been offered the maximum benefit available (£500 each) under the relevant section as set out in the medical assistance and expenses section, for prepaid excursions.

4. Medical evacuation would have been costly and Mr and Mrs D were minimising their costs.

Medical evacuation would have to be necessary and confirmed by an appropriate medical practitioner but there is no evidence that Mrs D was advised that this was necessary.

5. Mr D has also referred to the 'cancelling, postponing and abandoning your trip' section of the policy.

Mr and Mrs D did not cancel, postpone or abandon their trip. And although Mrs D had an accident during the trip, their travel and accommodation were not unused. The only excursions included were the dives as part of the whole package. I have explained, why I don't think it's fair for Europe Assistance SA to pay more than what it has already offered, in my decision.

Mr D's comments don't change my opinion on the outcome of this complaint for the reasons explained above. If Mr and Mrs D wish to accept the settlement offered, they should contact Europe Assistance SA directly.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 4 March 2026.

Shamaila Hussain
Ombudsman