

The complaint

Mr D, Mrs H and Miss K complain because Europ Assistance SA hasn't paid a cancellation claim under their travel insurance policy.

What happened

Mr D, Mrs H and Miss K are insured under a travel insurance policy provided by Europ Assistance.

Mrs H made a claim with Europ Assistance after cancelling an upcoming holiday. Mrs H said the claim was because of multiple vehicle break-ins, causing her anxiety.

Europ Assistance requested medical information from Mrs H but later declined the claim, saying it thought she had a pre-existing illness which wasn't covered under the policy. Mrs H appealed, saying the holiday had been cancelled because of the burglaries. Europ Assistance asked for a police report about the incidents before declining the claim again, saying the reports didn't indicate that Mrs H's presence at the police station was required. Europ Assistance subsequently offered to pay Mrs H £300 compensation because of how her claim had been handled.

Unhappy, Mrs H brought the complaint to the attention of our Service on behalf of herself, Mr D and Miss K.

One of our Investigators looked into what had happened and said he didn't think Europ Assistance had acted unfairly or unreasonably in the circumstances. Mrs H didn't agree with our Investigator's opinion, so the complaint has now been referred to me to make a decision as the final stage in our process.

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.

Industry rules set out by the regulator say insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. Insurers must also provide reasonable guidance to help a policyholder make a claim, as well as appropriate information on its progress. I've taken these rules, alongside other relevant considerations, into account when making this final decision.

Travel insurance policies don't cover every situation. In order for Mr D, Mrs H and Miss K's claim to be paid, they need to provide evidence to demonstrate that the circumstances which led to the cancellation of their holiday are covered under the terms and conditions of their policy.

This policy provides cover for cancellation in the event of illness. But the policy doesn't cover pre-existing medical conditions. This isn't an unusual exclusion to find in a travel insurance policy. The evidence which I've seen says Mrs H's illness is long-standing and she has had

the condition for many years. She sees her GP regularly.

I understand Mrs H says she was well enough to travel at the time the holiday was booked, and that she had travelled in late 2024. But Mrs H's claim isn't covered if her illness falls within the definition of a pre-existing medical condition set out in the policy. The fact that Mrs H has such a pre-existing medical condition doesn't mean there are extenuating circumstances which would require Europ Assistance to accept a claim in circumstances where it isn't otherwise covered.

I've taken into account Mrs H's comments about discrimination but, overall, I don't think Europ Assistance acted unfairly or unreasonably by declining the claim based on the exclusion for pre-existing medical conditions.

The terms and conditions of Mr D, Mrs H and Miss K's policy also provide cover for the cancellation of a trip if there is a theft at the insured's home and their presence is required by the police.

I'm sorry to hear Mrs H has experienced multiple burglaries and I have no doubt this will have been extremely worrying and upsetting. I can entirely understand why Mrs H didn't wish to travel. However, having reviewed the information which Mrs H has provided from the police, I don't think Mr D, Mrs H and Miss K have demonstrated there was an insured event which the policy provides cancellation cover for. There's no evidence that Mrs H's presence was required by the police as a result of the theft. The crime report about what seems to have been the most recent theft was closed around three weeks before the holiday was cancelled.

This means I don't think Europ Assistance acted unfairly or unreasonably by rejecting the claim arising from the burglary either.

I don't think it was unreasonable for Europ Assistance to request medical evidence about Mrs H's illness based on the information about the claim which was presented to it. However, I think Europ Assistance made errors in some of its communications with Mrs H and I don't think Europ Assistance kept Mrs H updated as I'd have expected it to. I can understand why Mrs H would have been dissatisfied with the numerous information requests she was sent.

Europ Assistance offered to pay Mrs H £300 compensation in recognition of its errors. I've taken into account what I think the impact of the situation was on Mrs H, as well as our published guidance on the payment of compensation for distress and inconvenience. Having done so, I'm satisfied that Europ Assistance's offer is fair and reasonable in the circumstances.

I'm sorry to disappoint Mr D, Mrs H and Miss K but I won't be directing Europ Assistance to do anything more than it has already offered.

My final decision

My final decision is that I don't uphold Mr D, Mrs H and Miss K's complaint.

Europ Assistance SA has already made an offer to pay Mrs H £300 compensation, and I think this offer is fair in all the circumstances. So, Europ Assistance SA must pay £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D, Mrs H and Miss K to accept or reject my decision before 29 April 2026.

Leah Nagle
Ombudsman