

## **The complaint**

Mr and Mrs P complain that Europ Assistance S.A. declined their claim against their travel insurance policies.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, on 17 October 2020, Mr and Mrs P each took out a single trip travel insurance policy underwritten by Europ Assistance. On the same date, Mrs P's brother-in-law booked flights for a trip with departure and return flights of 20 October 2022 and 30 October 2022 respectively.

I understand that on 19 October 2020, Mr and Mrs P received their Covid-19 test results following a test they'd arranged privately for the purposes of travel. Mrs P's result was positive, so she and Mr P couldn't travel.

On 23 October 2020, Mrs P took a second Covid-19 test via her GP and was subsequently informed that the result was negative.

In November 2020, Mr and Mrs P made a claim against their policies. Europ Assistance declined their claim. It relied on an exclusion in the policy, which I set out below.

Mr and Mrs P didn't think that was fair and pursued their complaint. They say that Europ Assistance ignored their claim in relation to their flight costs. Mr and Mrs P want a refund from the airline and Europ Assistance.

One of our investigators looked at what had happened. She didn't think that Europ Assistance had acted unfairly or unreasonably in declining Mr and Mrs P's claim. The investigator said that Europ Assistance set out the exclusion clearly. She said that it wasn't uncommon to receive a negative Covid-19 test result days after a positive result.

Mr and Mrs P didn't agree with the investigator. Mrs P said that she had no symptoms of Covid-19 and the second Covid-19 test result which was negative proves that she didn't have Covid-19. She said that they paid privately for the first Covid-19 test from an overseas clinic and that she doubts the validity of the positive result.

The investigator considered what Mrs P said but didn't change her view. Mr and Mrs P asked that an ombudsman consider their complaint, so it was passed to me 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.

### the relevant terms and conditions

The starting point is the terms and conditions of the policy. The policy covers certain unrecoverable costs following cancellation of a trip caused by one of the insured events. There's a general exclusion in the policy which says as follows:

#### **'GENERAL EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THE INSURANCE**

*This insurance does not cover:*

*[...]*

*4. Any claims directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:*

*[...]*

*n. epidemics or infectious diseases:  
infectious diseases caused by a virus belonging to the coronavirus family such as SARS and coronavirus CODIV-19 (sic)'*

The Insurance Product Information Document (IPID) is a summary of cover and says as follows:

#### **'! Are there any restrictions on cover?**

*General restrictions*

*[...]*

*! Infectious diseases caused by a virus belonging to the coronavirus family such as SARS and coronavirus COVID 19; [...]*

### has Europ Assistance acted unfairly or unreasonably?

The relevant rules and industry guidance say that Europ Assistance has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I have considerable sympathy for Mr and Mrs P. They lost out on a trip through no fault of their own. Whilst I don't think that Europ Assistance treated them unfairly or unreasonably in declining their claims, there's been poor service in dealing with their claims. I say that because:

- As the investigator explained, insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show that the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy the onus shifts to the insurer to show how that exclusion applies.
- Mr and Mrs P's policy provides cover for irrecoverable cancellation costs following cancellation as a result of certain, specified events. Mr and Mrs P cancelled their trip as they were unable to fly following Mrs P's positive test result for Covid-19. That's not an insured event under the policy.
- Even if I reached a different conclusion about that, I think that Europ Assistance would be entitled to rely on the exclusion I've set out above and wouldn't have acted unfairly or unreasonably in doing so. Mr and Mrs P's claim was caused by Mrs P's positive Covid-19 test result. That's something that Europ Assistance excluded in the policy. It drew Mr and Mrs P's attention to that exclusion in the IPID.

- Mr and Mrs P doubt the validity of Mrs P's first Covid-19 test result. It is, of course, possible to have a false positive result. It's also possible to subsequently test negative for Covid-19 a few days after a positive test result. I note what Mr and Mrs P say, but the validity or otherwise of the first test result doesn't alter the outcome here. That's because it remains the case that the reason Mr and Mrs P cancelled their trip isn't covered by the policy.
- Mr and Mrs P complain about Europ Assistance delay in dealing with their claim. Based on what I've seen, they made claims against their policies in November 2020. Europ Assistance didn't provide its response to the claims until its final response in April 2023. That's considerable delay. I've put this to Europ Assistance and it agrees that it provided poor service.
- I think that Europ Assistance's poor service caused Mr and Mrs P distress and inconvenience. Whilst the delay in dealing with the claim doesn't alter the outcome, I think that Mr and Mrs P were left in an uncertain position. I think that fair compensation for that is £100. In reaching that view I've taken into account the nature, extent and duration of Mr and Mrs P's distress and inconvenience caused by the poor service in this case. Europ Assistance has now agreed to pay compensation of £100 in relation to Mr and Mrs P's distress and inconvenience.

### **Putting things right**

In order to put things right, Europ Assistance should pay Mr and Mrs P compensation of £100 in relation to their distress and inconvenience.

### **My final decision**

My final decision is that I uphold this complaint. Europ Assistance S.A. should now take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 27 September 2023.

Louise Povey  
**Ombudsman**