

The complaint

Mr and Mrs P are unhappy with the assistance received from Euroins AD under their travel insurance policy.

All reference to Euroins AD includes its medical assistance team.

What happened

Whilst abroad, in October 2022, Mrs P experienced pain in her leg. She says her leg became very hot and swollen within a short period of time. A doctor advised her to immediately go to hospital and a holiday representative called a taxi to take her there.

Mrs P was initially told she had a blood clot. She contacted Euroins and advised that she'd been taken to a private medical facility. Euroins told her that there was no cover under her travel insurance policy for private treatment.

Euroins requested a medical report from the private medical facility to confirm diagnosis and whether it was safe for her to be transferred to a public hospital. The private medical facility wouldn't provide a medical report unless Mrs P was admitted overnight. And they advised that the nearest public hospital was an hour away.

So, Euroins advised Mrs P to pay and claim for the treatment overnight which she didn't think was fair because she couldn't afford to do this. Mrs P was discharged from the private medical facility a couple of days later. She received no contact from Euroins until after she was discharged.

Mrs P complained to Euroins about the way she was treated. Having considered the medical evidence, Euroins said Mrs P had been stable enough to be transferred to a public hospital which was around two miles away from the private medical facility. And that the policy didn't cover for private treatment where adequate public facilities were available. However, it apologised for not telling Mrs P, when first contacted, that the public hospital was only two miles away.

Mr and Mrs P brought a complaint to the Financial Ombudsman Service. Our investigator upheld the complaint. In the particular circumstances of this case, she didn't think it was fair for Euroins not to cover medical costs because they were incurred at a private medical facility. She recommended Euroins assess the claim in line with the remaining policy terms and conditions. She also recommended Euroins pay Mr and Mrs P £250 compensation for distress and inconvenience.

Although, Euroins said it would be sending Mr and Mrs P a claim form to complete and return with supporting evidence, it didn't confirm acceptance of our investigator's view. So, this complaint has been passed to me to consider everything afresh and 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.

Euroins has an obligation to treat customers fairly. It also has a regulatory duty to handle claims fairly and promptly. And it mustn't unreasonably decline a claim.

When first contacting Euroins for assistance, I'm satisfied that Mrs P was told that the policy didn't cover private treatment. Further, in its final response letter dated November 2022, Euroins has confirmed that as adequate public facilities were available, it won't cover Mrs P's treatment costs at the private medical facility.

The policy terms provide cover for emergency medical expenses, but it says:

We will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available. We reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

It also says that the policy doesn't provide cover for:

Any treatment, investigations or tests in a private hospital or clinic unless authorised and agreed by us in advance

I'll refer to this as 'the exclusion'.

However, I don't think Euroins has acted fairly and reasonably in the circumstances of this case by declining to cover Mrs P's medical costs on the basis that they were incurred at a private medical facility. I'll explain why.

- Mrs P says she wasn't aware that she was being taken to a private medical facility and that she only became aware of this once she arrived. There's no compelling reason for me to doubt what she says about that, so I accept her submissions on this point.
- When first contacting Euroins, Mrs P said she had a blood clot and infection. And when speaking with the private medical facility Euroins' contact notes reflect that it was told that the nearest public hospital was approximately one hour away. Euroins has subsequently said that wasn't right and the nearest public hospital was around two miles away. It accepts it didn't inform Mrs P about this at the time.
- I can understand given the seriousness of the situation and that Mrs P has said she was told that there was a risk that the blood clot could move to her heart, which is why she didn't want to travel an hour to another medical facility.
- The private medical facility didn't provide a medical report at the time confirming whether it was medically safe for her to be transferred to a public hospital one hour away as it told Euroins Mrs P would need to be admitted overnight for a medical report to be produced.
- Euroins has said that its medical team has said her condition was stable enough to have travelled around two miles to receive treatment from the closest public hospital. However, I've seen nothing to suggest that Mrs P's condition was stable enough to travel for one hour which is what she was told at the time.
- Mrs P was told that she could pay for treatment overnight and then claim under the policy. I can understand why, in the circumstances, Mrs P was upset. She was in a vulnerable situation and says she couldn't afford to pay. She says she was only able to do so because her family transferred money to her. In the absence of any

evidence to the contrary, I accept what she says about that.

- I'm satisfied that no further assistance was offered by Euroins which I don't think was fair in this case. For example, Euroins didn't contact Mrs P to check her prognosis or for an update as to whether it was medically safe for her to be transferred to a public hospital (or to tell her that it had located a public hospital around two miles away). It only contacted her after she'd been discharged from the private medical facility

I'm satisfied that Euroins failures in this case caused Mr and Mrs P distress and inconvenience. They had the unnecessary worry of being told that they'd be responsible for the medical costs incurred, at an already distressing time, and had to request funds from family members to cover the medical costs.

Putting things right

I direct Euroins to:

- reassess Mr and Mrs P's claim – including a claim to cover medical expenses and hospital benefit – in line with the remaining terms of the policy on the basis that the exclusion doesn't apply.
- pay £250 compensation to Mr and Mrs P for distress and inconvenience.

My final decision

I uphold Mr and Mrs P's complaint. I direct Euroins AD to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 14 August 2023.

David Curtis-Johnson
Ombudsman