

The complaint

Ms G complains Euroins AD declined her claim for physiotherapy she underwent abroad.

What happened

Ms G took out a single trip travel insurance policy, underwritten by Euroins. And she travelled abroad with her husband, for a holiday lasting around 12 weeks.

Unfortunately, during the first week of the holiday, Ms G slipped and injured her arm. She attended hospital where she underwent an x-ray and a scan. She was referred to a specialist and underwent 10 sessions of physiotherapy.

Ms G said she called Euroins' medical assistance line multiples times on the day of her accident and the following day, but couldn't get through to the right team despite leaving messages. She said after escalating her concerns and saying she would contact the media, she received a call back two days after the accident, and was authorised to see a specialist.

I've listened to the call between Ms G and Euroins' medical assistance helpline. Ms G explained she had been to a public hospital where an x-ray had taken place, and she had been referred to see a specialist orthopaedic surgeon at a private clinic. She said she'd been told surgery might be necessary.

Euroins' agent told Ms G that she needed to call back if surgery was necessary, and that they would need to see a medical report and refer to their medical assistance team to find out the next steps. Euroins also said treatment in a private hospital was not covered under the policy, so if surgery was needed, Ms G would need to have this in a state hospital or return home to the UK.

A medical report from an orthopaedic surgeon confirms Ms G had fractured her arm and required a CT scan. It states she underwent conservative treatment and needed physiotherapy to the shoulder for three weeks.

Ms G said she tried to contact Euroins by phone again after seeing the specialist, but was unable to get through. She went ahead with the physiotherapy and continued with her holiday, returning as planned on her original flight home. She made a claim including the costs of her medication, physiotherapy and taxi fares totalling £578.21.

Euroins said it would pay the claim related to emergency costs only. It said because of this it wouldn't pay for the physiotherapy. And it said it would only cover one set of taxi costs for the day the medical emergency took place.

After deducting an excess of £150, Euroins said the claim settlement would be £162.45.

Within the 'Emergency medical and repatriation expenses' section of the policy, the terms say the following is covered in the case of bodily injury:

“emergency medical and surgical treatment in the nearest appropriate hospital, including medical practitioner fees, hospital expenses and charges for medical transportation”.

And under ‘what you are not covered for’ within the same section of the policy:

“8) Costs incurred for

- a) surgery or medical treatment which in the opinion of the attending medical practitioner and the emergency assistance company medical practitioner can reasonably be delayed until you return to your home country;*
- b) medication and / or treatment which at the time of departure is known to be required or to be continued outside your home country;*
- c) preventative treatment which can reasonably be delayed until your return to your home country;”.*

Ms G complained to Euroins. It said it hadn't paid the cost of the physiotherapy Ms G received abroad, as non-urgent treatment was not covered under the policy. It said it had reviewed the claim again, but maintained its decision that the cost of the physiotherapy would not be paid.

Unhappy with the response, Ms G brought her complaint to this service and I issued a provisional decision, explaining that I thought the complaint should be upheld.

My provisional decision

I issued a provisional decision and in summary I said:

I've considered what Ms G has said about the difficulties in making contact with Euroins. And I've noted in her call with the medical assistance line, they apologised that they were receiving more calls than they could answer. And explained that if she needed to call again, she should leave a voicemail with the messaging service and they would call back.

Ms G has said after her appointment with the specialist, she tried to speak to Euroins again about the Physiotherapy, but couldn't get through. There's no evidence of this aside from Ms G's testimony. However, Euroins has not disputed this. And, based on the experience Ms G had when she previously called, which Euroins agreed with, I accept what Ms G has said. So, I've gone on to consider what I think would have happened if Ms G had been able to speak to the assistance line about the recommendation for physiotherapy.

The policy states that only emergency medical treatment is covered. The medical report from the orthopaedic surgeon does not state any timeframe for the physiotherapy Ms G was to receive. It states Ms G's fracture had been treated conservatively and that she needed three weeks of physiotherapy. Ms G has said the specialist told her the physiotherapy was urgent, and if she didn't have it, she could have suffered a 'frozen shoulder'. However, there is no record of this in the medical report supplied.

If Ms G had been able to speak to Euroins, I think it would have asked for further detail from the specialist on the urgency of the physiotherapy, to ascertain whether or not it could wait until Ms G returned to the UK, or if it needed to be carried out

abroad. In the absence of this further evidence, I've reviewed the NHS guidance on conservative treatment of the fracture Ms G suffered. And the recommendation is for a referral to physiotherapy after a couple of weeks. As Ms G fell during the first week of a 12 week holiday, this persuades me her treatment couldn't reasonably be delayed until her return to the UK. So, she would have either needed to curtail her holiday and be repatriated early, or the physiotherapy needed to take place locally.

Ms G continued her holiday and underwent ten sessions of physiotherapy, returning home as originally planned. So, I think this is what would have happened, had she been able to discuss this with Euroins. And I don't think the insurer has been prejudiced here, as it seems to me that covering the physiotherapy would have incurred a much lower cost than a curtailment and repatriation.

So, it follows I think Ms G's claim is covered under the Emergency medical and repatriation expenses section of her policy. Euroins should pay the costs of the physiotherapy treatment and taxi costs for attending the sessions, in line with the remaining terms and conditions of the policy. And Euroins should also pay £50 for the distress and inconvenience caused to Ms G by originally declining the claim.

The response to my provisional decision

Ms G responded to my provisional decision. She said she accepted the decision and had minimised her claim for taxi journeys by walking to her physiotherapy appointments most of the time.

Euroins did not respond.

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.

Neither party has raised any further points I need to consider, so I see no reason to depart from the conclusions set out in my provisional decision and summarised above.

My final decision

For the reasons I've given, it's my final decision that I uphold this complaint. And I direct Euroins to pay the claim for physiotherapy and associated taxi journey costs, in line with the remaining terms and conditions of the policy. And it must pay £50 for the overall distress and inconvenience caused.

Euroins AD must pay the compensation within 28 days of the date on which we tell it Ms G accepts my final decision. If it pays later than this, it must also pay interest on the compensation, from the date of my final decision to the date of payment, at 8% simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 2 October 2023.

Gemma Warner
Ombudsman