

The complaint

Mr W and Ms B are unhappy with the service received from Healthcare International Global Network Limited trading as Healthcare International (HCI) under their international healthcare insurance policy, when Mr W required medical attention.

What happened

Following an accident towards the end of 2018, Mr W contacted HCI and says he was told that he'd need to contact the emergency services to receive urgent medical attention locally.

Mr W says he followed that advice, and he was taken by ambulance to a state hospital, waiting many hours in a hospital corridor, on his back, immobile. He says he then spent around two weeks in a crowded hospital ward. He's unhappy that he wasn't provided cover under the policy to have prevented this experience.

In its final response letter, HCI said:

In the event of an emergency or an urgent medical need, your health is the most important thing and you should always go to the nearest medical facility to be assessed in the first instance; in these circumstances, if you contact the local emergency assistance services, an ambulance may be sent to your location to transport you to the nearest hospital for an initial assessment to identify your treatment needs. Once the condition is stabilised, we can then look to arrange transfer to a private facility (if you are under the care of a state-funded health service) or if you are already in a private hospital, arrange to provide cover for the necessary treatment.

HCI concluded that the policy didn't take the place of local emergency services. So, whilst in principle the information he was given at the time was correct, it did acknowledge that this could've been better explained and apologised for this.

Unhappy, Mr W and Ms B brought a complaint to the Financial Ombudsman Service. Our investigator concluded that although HCI accepted that it could've better explained the policy coverage to Mr W at the time he contacted it to inform HCI of the medical emergency, she concluded that HCI's apology was sufficient to put things right for Mr W and Ms B.

Further, as the insurer and underwriter of the policy at the time was based outside of the UK, the Financial Ombudsman Service didn't have jurisdiction to determine any complaint about a claim being declined under the policy.

Mr W and Ms B didn't agree so their complaint has been 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.

HCI is detailed as being the administrator in the policy terms and those terms also explain that HCI should be contacted in the event of a claim or request for medical assistance.

There is limited evidence available about what happened in 2018 when Mr W contacted HCI for medical assistance. That's not surprising given the time that has now passed.

However, I have taken into account what Mr W has told us and the correspondence from shortly after the event that HCI has provided. I've placed more weight on what was said in late 2018 / early 2019 as that was closer to the time of the incident taking place and more contemporaneous.

In an email dated 31 December 2018, Mr W says:

I was most disappointed and was greatly inconvenienced when following an accident in October of this year I was admitted to [G] hospital in emergency and yet was declined assistance by HCI. The advice from HCI was to go to a state hospital...

HCI's email dated 22 January 2019 says:

Our products and services are designed to provide cover for treatment required for emergencies as well as planned, medically necessary treatments and the level of cover will depend on your chosen plan and your area of cover. We can however not replace local emergency services i.e. arranging an ambulance unless it is part of a planned repatriation and a qualified physician has prior actually seen the patient and confirmed the diagnosis, administered medical treatment to at least stabilise the patient, confirmed treatment requirements if applicable and given recommendation for travel arrangements to ensure a medically safe transit is arranged.

I'm satisfied that's in line with the policy terms.

However, HCI accepts that it could've explained this better to Mr W when he first contacted it to inform him of his medical emergency. It's apologised and I'm satisfied that was fair and reasonable to put things right.

In its email dated 22 January 2019, HCI also says that it didn't receive any further contact from Mr W once he was admitted to hospital or any documents to review (to see whether further assistance could be provided under the policy). As I've not seen anything which persuades me otherwise, I'm satisfied that was the case.

It's not clear whether a claim was declined on the policy at the time (as opposed to information being given about the policy's coverage). However, the decision of whether to decline a claim comes under the regulated activity of effecting and carrying out contracts of insurance. This is an activity an insurer / underwriter is responsible for; it's not something HCI, as the administrator of the policy, is responsible for.

Mr W and Ms B are also unhappy that the price of the policy increased over the years, but they say coverage decreased. Again, the policy coverage and price are matters the insurer / underwriter determines, not HCI as the administrator of the policy.

The rules set out in DISP 2.6.1 of the Financial Conduct Authority (FCA) Handbook says the Financial Ombudsman Service can only consider complaints about activities which take place from an establishment in the United Kingdom (England, Wales, Scotland and Northern Ireland), are carried out from an establishment in an EEA State or are, or ancillary to, regulated claims management activities. The underwriter as detailed in the policy terms doesn't meet any of these requirements.

Further, if a firm joined our voluntary jurisdiction, then we also have a wider scope to consider complaints, but that's not relevant here because the underwriter detailed in the policy terms isn't a member of this scheme.

My final decision

I don't think Healthcare International Global Network Limited trading as Healthcare International is required to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Ms B to accept or reject my decision before 19 February 2025.

David Curtis-Johnson
Ombudsman