

The complaint

Mrs T has complained that U K Insurance Limited (UKI) declined a claim she made on a travel insurance policy attached to her bank account.

What happened

Mrs T was on a trip abroad in October 2023 when she was injured due to a bad fall. Therefore, she made a claim on the policy for medical and associated costs which she incurred both abroad and once back in the UK.

UKI declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that UKI had acted reasonably in declining the claim. Mrs T disagrees and so the complaint has been passed to me for a decision.

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.

I've carefully considered the obligations placed on UKI by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for UKI to handle claims promptly and fairly, and to not unreasonably decline a claim.

Mrs T sustained significant injuries, particularly to her legs, on the second day of her trip. She was in pain and had reduced mobility. Although she continued with her tour group, she was unable to fully partake in a number of excursions and was eventually confined to remaining on the tour bus with her leg up. She was attending available medical facilities each evening to have her dressings changed, receiving only basic care. Upon her return to the UK, she stayed with her daughter and was seen as an outpatient for five days at the local A&E. When it was agreed she could return to her own home, her son-in-law had to hire a car to take her. Once home, she continued to receive treatment for weeks afterwards. Given that it was an expensive and long-awaited holiday, the distressing time she had, and the fact that she's been paying for travel insurance, she believes that UKI should settle the claim.

There is no doubt that Mrs T's experience was very difficult. However, 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 test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, it states:

'Emergency Assistance

Our emergency assistance service provides 24-hour emergency medical assistance for any insured person.

In the event of an emergency

Please contact our emergency assistance service by phone as quickly as possible. Let them know that you are a (.....) current account customer and provide details of the problem. An experienced co-ordinator in the UK will deal with your enquiry and make sure that if needed:

- Hospitals are contacted and eligible fees are authorised.*
- A doctor is consulted on the possibility of arranging your return to the UK.*
- You get assistance when you arrive in the UK.*

Medical advice

Our emergency assistance service will:

- Provide names and addresses of suitable doctors, hospitals, clinics and dentists. While on a trip, we may direct you to or arrange for you to move to a specific medical facility. We will only do this if it is safe and appropriate to do so.*
- Continue monitoring the patient's condition. Our assistance co-ordinators are, in most cases, multilingual and able to converse with doctors and hospitals abroad.'*

Mrs T says that the tour manager rang UKI on the evening after the fall happened, although UKI has no record of any contact. She's also said that he may not have been able to get through due to being in a remote location. After that, as I understand it, no further attempts were made to contact UKI.

I appreciate that the remoteness of the area might have added difficulty in trying to contact UKI. I note that Mrs T was able to call her daughter, so there's a chance she would have eventually been able to get through to UKI if she had persevered.

Mrs T carried on with the tour group as she didn't want to be left in a remote area, in a basic medical facility where no-one spoke English. However, had she contacted the emergency assistance team, they could potentially have helped with getting her proper treatment and the aid of an English-speaking co-ordinator.

Mrs T has made a claim for loss of enjoyment of the trip from the point of her accident. Her argument is that the trip was essentially curtailed from that point as she was unable to take part in the walking excursions or see a number of the sights.

Looking at the policy terms again, under 'Cutting short your trip (after your trip has started), it states:

'You're not covered for

We won't pay for:

- 1. Any claim if you were travelling against medical advice or would have been if you had sought such advice*
- 2. Any claim for costs as a result of having to cut short your trip that were not agreed by our emergency assistance service before you returned home.*

(.....)

6. *Any claim due to you not enjoying your trip.'*

It's understandable why an insurer would not want to cover someone who travels against medical advice and the above terms make that exclusion clear.

Mrs T had told UKI that the hospital wanted to admit her and that she had to sign a form to discharge herself. She's now said she's unsure of whether that clinic had inpatient facilities - she was certainly asked to stay until the results of a head xray were available - but that wasn't possible because the interpreter needed to get back to the group. A letter from the tour manager describes how Mrs T's condition subsequently worsened over the remaining days of the trip.

Although Mrs T says she wouldn't have felt safe staying at the hospital, she says it was the interpreter who made the decision that she should continue with the tour group rather than stay behind. I appreciate the difficult position Mrs T was in. However, by discharging herself against medical advice, she basically invalidated any curtailment cover from that point, notwithstanding that she didn't actually return to the UK early.

Under the 'Emergency medical and travel costs' section of the policy, it states:

'This section provides cover if you need emergency medical treatment while on your trip. If it is medically necessary we will arrange to get you to your home area. If you fall ill or are injured abroad, where possible, please contact our emergency assistance service before accepting any treatment.'

You are not covered for We won't pay for:

4. *Any claim if you were travelling against medical advice or would have been if you had sought such advice.'*

Mrs T said that there was a nurse on the tour who thought that she should return to the UK. Again, had she spoken to the emergency assistance team, there is a possibility that UKI might have agreed that it was medically necessary for her to be repatriated early. If that had been the case, the arrangements would have been made for her, which would likely have included transfer from the UK airport to her home. But again, as she had continued the trip against medical advice, cover under this part of the policy is also excluded. And the costs she did incur were not agreed by UKI in advance.

UKI did agree that it could cover some of the claim. However, the cost of those items was less than the policy excess.

Where a policyholder is travelling in a remote area, I would expect an insurer to take into account things like a lack of phone signal and concerns about safety and basic medical facilities. So, I've thought about whether I should ask UKI to act outside the policy terms to pay the claim.

I've considered everything Mrs T has said and have a great deal of sympathy for the situation she found herself in. There's no doubt that she went through a difficult time and wasn't able to enjoy the holiday as planned. However, on balance, I'm satisfied that UKI acted reasonably in declining the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 19 March 2025.

Carole Clark
Ombudsman