The complaint

Ms C1 and Ms C2 are unhappy because Euroins AD haven't settled a claim they made on their travel insurance policy.

What happened

Ms C1 and Ms C2 took out a travel insurance policy. Ms C1 injured her wrist on the last day of her holiday. The hotel arranged a taxi and she was treated at a private hospital. She was able to return home as planned after treatment.

Euroins declined the claim as they said they'd not authorised surgery and Ms C1 had been treated privately. The opinion of Euroin's Chief Medical Officer (CMO) was that the treatment could have been carried out once Ms C1 had returned to the UK. Unhappy, Ms C1 complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. She thought Euroins had fairly declined the claim based on the policy terms. She also noted that Ms C1 hadn't contacted Euroins before having surgery and her partner had been sent an email explaining that they should contact the insurer before having any invasive treatment. She also said that no guarantee of payment was given to the hospital.

Ms C1 didn't agree and asked an ombudsman to review her complaint. In summary, she says that she's now left with a large medical bill. She said she didn't receive an email from the insurer and that the insurer hadn't done a good job. So, the complaint was referred to me to make 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.

The relevant rules and industry guidelines say that Euroins has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

I'm not upholding this complaint because:

- Under Ms C1's policy there is no cover for treatment in a private hospital and no cover for the unauthorised medical expenses. So, on a strict application of the policy terms and conditions there is no cover for the expenses Ms C1 incurred.

- I've considered whether it's fair and reasonable for Euroins to cover the costs outside of the policy terms. I'm not persuaded it is in the circumstances of this case for the reasons I'll explain below.

- When Ms C1's partner contacted Euroins there was no suggestion that Ms C1 would be treated with surgery. The intention was for her to return to the UK with a splint. I think Ms C1's partner was given reasonable guidance by Euroins, based on how the

situation was presented during that call. I appreciate Ms C1 feels that information about the cover could have been made clearer during the call. However, I do think that Euroins made it adequately clear that they couldn't guarantee payment and that they'd need to review documentation be agreeing cover.

- In any event, following the call, Euroins sent an email explaining the policy didn't cover private treatment and any surgery would need to be authorised. Ms C1 says that email wasn't received. But, on the balance of probabilities, I'm satisfied it was most likely sent. It's marked as sent on the insurers file and was sent to the email address Ms C1's partner provided during the call.

- I think Euroins was prejudiced by Ms C1 not seeking authorisation before treatment. The evidence from the CMO is that Ms C1 could have been directed to a nearby public hospital and/or advised to seek treatment on her return to the UK. I think Euroins has reasonably relied on that evidence to decline the claim.

- I understand that Ms C1 feels she was misled by the hospital. Euroins notes show that they made it clear to the hospital that payment wasn't guaranteed. And I can't fairly hold Euroins responsible for the actions of the treating hospital. Ms C1 may be able to make a complaint to the hospital, or any relevant regulatory body, if she feels that the hospital didn't treat her fairly.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C1 and Ms C2 to accept or reject my decision before 28 March 2025.

Anna Wilshaw
Ombudsman