

The complaint

Mr M has complained that U K Insurance Limited (UKI) has declined a claim he made on a travel insurance policy.

What happened

Mr M became unwell whilst abroad in September 2024 and spent ten days in hospital. Upon his discharge, he made a claim for reimbursement of medical and associated expenses.

UKI declined the claim on the basis that the circumstances are not covered by the policy terms, namely that not enough evidence has been provided to substantiate the claim.

Our investigator thought that UKI had acted reasonably in declining the claim, in line with the policy terms and conditions. Mr M 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.

Looking at the policy terms, they state:

'Evidence of claims for illness or injury

If your claim is for injury or illness, we may ask your permission to contact your doctor and access your medical records. If you refuse permission we may not be able to deal with your claim.

[...]

Providing documents

You must give us all the information, original documents and help that we need to process your claim. This includes medical certificates, details of your household insurance and any other relevant insurance policy. You must provide this information at your own expense.'

Mr M provided some documentation in support of his claim, such as hospital reports. But other evidence that an insurer would expect to see, such as receipts, wasn't available. UKI therefore decided that it needed more information before it could verify the claim. It therefore asked Mr M for his consent to contact the treating hospital.

Mr M says the consent form he received gave him the option to consent or not, and he chose not to. He says the form didn't state that it was necessary to consent for the claim to progress. However, I'm satisfied that the above policy wording does set out the UKI might not be able to continue without such consent.

Mr M says his reason for refusing consent is that he was a victim of identity fraud in the country in question some ten years earlier and he feels vulnerable to that situation happening again, especially as the data protection laws in that country are not as strong as in the UK.

Although he says he doesn't want his personal data to be shared outside of the UK, the information that UKI is seeking already sits outside of the UK, in the form of records at the treating hospital. In order to facilitate the request, UKI itself would only have to share very minimal information in order to prove Mr M had consented for his records to be disclosed.

Based on the circumstances of this case, I'm satisfied that UKI has acted reasonably in concluding that it needs to contact the treating hospital to further verify the claim. It can't do this, or progress the claim further, without Mr M's consent.

I appreciate Mr M's position and it is indeed his choice whether to consent or not. But in refusing consent he is choosing for his claim to be closed. Should Mr M reconsider and decide to give his consent, I would expect UKI to resume its assessment of the claim.

I've thought very carefully about what Mr M has said. However, on balance, I'm satisfied that UKI's stance that it can't progress the claim with his consent to contact the treating hospital is fair and reasonable. 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 Mr M to accept or reject my decision before 6 October 2025.

Carole Clark
Ombudsman