

### **The complaint**

Mr N has complained that his claim has been declined under a travel insurance policy, provided by an insurance syndicate at Society of Lloyd's ('SOL').

### **What happened**

Mr N made a claim under his travel insurance policy after receiving medical treatment abroad. But the claim was declined as SOL said it wasn't covered under the terms of the policy.

Mr N complained and unhappy with SOL's response, referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think SOL had unfairly declined the claim. Mr N disagreed and asked for an Ombudsman's decision.

And so the case has been passed to me for a final 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.

The starting point is the policy terms and conditions which make up the contract of insurance between Mr N and SOL. The medical expenses section of the policy provides cover for emergency treatment.

The policy definition of emergency is:

*"A medical condition manifesting itself by acute signs or symptoms which would reasonably result in placing your life or limb in danger if medical attention is not provided within twenty-four (24) hours."*

SOL said the medical evidence from the treating doctor didn't show that Mr N was receiving emergency treatment. The doctor's note confirms there was: *"nothing presenting concern"* and Mr N presented: *"without any evidence of infection"*. So I don't think it was unreasonable for SOL to conclude that Mr N's claim wasn't for emergency treatment.

SOL also pointed to several exclusions in its policy which applied to Mr N's claim. These included: routine medical examinations, diagnostic labs, x rays, procedures for screening or

preventative purposes, treatment which isn't medically necessary and treatments including diagnoses for sexually transmitted diseases.

The treating doctor's note shows Mr N was concerned and treatment was provided because Mr N asked for it, not because the doctor recommended it or thought it was necessary.

Based on the above, I don't think SOL unreasonably declined the claim - it isn't covered under the policy terms.

I am sorry to disappoint Mr N but I don't think SOL declined his claim incorrectly or unfairly.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 31 December 2025.

Shamaila Hussain  
**Ombudsman**