

complaint

This dispute concerns the decision by PTI Insurance Company Limited ("PTI") to decline Miss A's claim for emergency medical expenses under a travel insurance policy.

background

Miss A purchased a single-trip travel insurance policy from PTI to cover a holiday abroad. During the holiday, Miss A was taken to hospital by ambulance following a medical emergency. The attending doctor described the symptoms as possibly relating to Miss A's temporary psychological state and, in any case, of a benign nature.

Upon her return to the UK, Miss A submitted a claim under her travel insurance for the cost of the medical treatment she had received. This was declined by PTI on the basis of information in the attending doctor's report. This suggested Miss A had a history of these events, which she had failed to disclose when purchasing the cover. PTI cited the following policy condition:

"We will not pay for any claim arising directly or indirectly as a result of a medical condition...suffered by you, unless declared to us, agreed by us on your insurance schedule and additional premium paid if required"

PTI also said that it considered that the following policy exclusion applied:

"You are not covered for anything caused as a consequence of the following unless an endorsement has been issued by us..."

3. any claim which arises directly or indirectly from depression, stress, anxiety or mental disorder".

Miss A responded that the attending doctor had mistakenly misreported what had caused her to be taken to hospital, and that witnesses would testify that her symptoms had been different. She also denied having a pre-existing problem.

Miss A complained to the Financial Ombudsman Service. The adjudicator who assessed the complaint recommended it be upheld.

She was persuaded by Miss A's submission that a similar event had happened only once before, so did not feel she could reasonably have been expected to disclose a history of this when purchasing the cover.

PTI disagreed. It said the attending doctor had quoted Miss A as saying these symptoms had happened monthly (and had referred to the relaxation techniques she used to treat them). PTI said this demonstrated that Miss A had a pre-existing medical condition that should have been disclosed. It said Miss A's GP had confirmed she had not previously suffered with the actual symptoms that Miss A said had occurred when on holiday. But PTI said that the GP did not deny she had sought treatment for the condition that the attending doctor had described. It also suggested Miss A's telephone call to the hospital a few weeks after she had been a patient – when she asked it to amend the attending doctor's report to show she did not have a significant history of the alleged condition – was an attempt to influence the outcome of the claim.

my findings

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances. Having done so, I uphold this complaint. I will explain why.

It is unclear what precise symptoms Miss A suffered from whilst on holiday. There is no other evidence to support the doctor's comment that she suffered this type of episode frequently.

When Miss A applied for the policy online, she was asked:

"Have you suffered from a medical condition or received any medication, advice or treatment for a medical condition within the last 12 months? This includes investigations, reviews and admissions relating to medical conditions, whether or not a diagnosis has been received".

Miss A's GP has confirmed she had had one recent episode during a recent stressful time. Given the GP's description of the symptoms, I do not consider she would have regarded this as a "medical condition" that needed to be disclosed.

There is no persuasive evidence Miss A had previously suffered from (or sought treatment for) the symptoms that led to her hospitalisation.

I consider it unreasonable for PTI to decline the claim on the basis of the "anxiety and stress" exclusion detailed above. Although such causes were put forward as one possibility by the attending doctor, there is no conclusive evidence that this was the actual cause.

I conclude that PTI was not reasonably entitled to decline Miss A's claim.

my final decision

My final decision is that I uphold this complaint.

I require PTI to meet Miss A's claim for medical expenses subject to the limits and excesses of the policy. Miss A should be reimbursed for the expenses she has already paid to the treating hospital, plus interest at the gross annual rate of 8% simple per annum from the date of claim until the date of settlement. If Miss A can show that she has incurred interest rates higher than this, PTI Insurance Company Limited must pay interest at this higher rate.

I make no other award against PTI Insurance Company Limited.

Timothy Bailey
ombudsman