

complaint

Miss P complains that Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A ("Mapfre") didn't pay her medical costs under her travel insurance policy.

background

Miss P went on holiday abroad. The next day her sister told their father (Mr P) that Miss P was feeling unwell and she didn't have travel insurance. After that conversation he bought Miss P a policy online. He informed Mapfre of her existing medical conditions which it agreed to cover.

The next day Miss P went to hospital with abdominal pain. From her symptoms, the hospital presumed her pain was caused by a bleed related to her existing medical condition. Miss P says as the doctors couldn't find the exact location of the bleed they gave supportive treatment and carried out tests. Mapfre was told Miss P was in hospital and was in contact with her and her family during her four day stay. Miss P says it led her to believe it would pay her medical costs.

About a week after she left hospital Mapfre told her it wouldn't pay her medical expenses. One of the policy conditions said cover was only available for the whole of the trip and couldn't be started once Miss P's journey had begun. Mr P had taken out the policy for her the day after her holiday started so the policy wasn't valid. Mapfre also said when Mr P bought the policy online he would have seen a clear message that the cover start date couldn't be after the trip start date. It suggested this was why he had wrongly listed the start date of Miss P's holiday as the same day he bought the policy.

Miss P complained to us. She is represented by Mr P who said:

- when he bought the policy on a comparison website he wasn't asked when Miss P's trip had started, he was asked the date from which cover was required. He sent in a screenshot of the relevant part of the sales process
- he wasn't told that the policy had to be taken out before the trip started for there to be cover
- the policy documents weren't emailed to them
- Miss P's treatment plan was decided on Mapfre's advice so they assumed cover was in force. She may have sought less expensive medical treatment if Mapfre had told them there was no cover. Mapfre had admitted that it should have told her there was no cover when it first spoke to Miss P.

The adjudicator recommended the complaint be upheld. Mapfre disagreed saying it was also not paying the claim because the medical report indicated, and Mr P had now confirmed, that he and Miss P had known she was unwell and may need treatment when he bought the policy.

I made a provisional decision that the complaint shouldn't be upheld. In summary I said:

There was no evidence that Mr P deliberately misrepresented the start date of the trip as Mapfre suggested. He wasn't asked about the start date of the trip on the sales process he used. There was no warning given that cover wasn't possible if the trip has already started. So I didn't think that Mapfre could reasonably rely on that policy term.

But Mr P had accepted that he bought the policy knowing Miss P was unwell and in case medical treatment was needed. Unfortunately Miss P has complex health problems so I thought it likely that when Mr P heard she was unwell he anticipated that some medical treatment was likely, even if he hadn't anticipated the extent of the treatment. And this policy specifically doesn't cover Miss P for any medical treatment she knew she would need during her holiday. As Mr P bought the policy after her trip started I thought it reasonable to apply this term to her situation as when the policy was bought it was likely she needed treatment. Although Mr P says that he didn't receive the policy documents all standard policies are going to have similar terms excluding anticipated claims so Miss P hadn't been prejudiced even if they didn't receive the documents. I thought Mapfre could fairly reject the claim as Miss P had known she was unwell and it was likely she'd need treatment when the policy was bought.

I didn't think there was an unacceptable delay in Mapfre rejecting the claim. And even if there had been, in reality I didn't think Miss P's treatment would have been fundamentally different. So Mapfre's actions hadn't caused her any prejudice.

Mapfre accepted my provisional decision. Mr P, on Miss P's behalf, said he had no further evidence to provide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As Mr P has no further evidence to provide I've no reason to change my provisional decision. I'm sorry to disappoint Miss P, I appreciate the medical costs are a considerable sum. But for the reasons set out in my provisional decision and above I don't uphold her complaint. Mapfre doesn't need to pay her claim.

my final decision

I don't uphold Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 30 October 2015.

Nicola Sisk
ombudsman