

## The complaint

Mr W complains that Euroins AD hasn't settled a medical expenses claim he made on a travel insurance policy.

All references to Euroins include the actions of the agents acting on its behalf.

## What happened

Mr W was abroad on holiday. He was due to fly home on 29 December 2022. Unfortunately, he became unwell with severe abdominal pain while about to take his return flight, so he was taken to hospital. Mr W notified Euroins' emergency medical assistance team about his admission.

Euroins contacted the treating hospital to ask for a medical report so that it could assess Mr W's claim. Initially, the hospital said it had no record of Mr W. Mr W was discharged on 2 January 2023 and flew home on the same day. The hospital later appeared to confirm that Mr W had been an inpatient. But despite chases from the assistance team, the hospital didn't send a medical report. This meant Euroins couldn't assess or validate Mr W's claim. It let Mr W know in February 2023 that it couldn't proceed without this information.

In May 2023, Mr W chased Euroins for settlement of the claim. It reiterated that it had tried to obtain a medical report from the hospital without success. It said that Mr W would need to ask the hospital for a copy of the report and send it on to it. However, it doesn't seem that Mr W did so. He chased Euroins again for settlement and it repeated its stance – that it couldn't progress the claim until it received a copy of the medical report.

Unhappy with Euroins' position, Mr W asked us to look into his complaint.

Our investigator thought Euroins was entitled to require a copy of the medical report before it could assess Mr W's claim. But he didn't think it had shown that it had made repeated requests to the hospital for a copy of the medical report. So he recommended that Euroins should pay Mr W £100 compensation to reflect the inconvenience he'd been caused.

I issued a provisional decision on 23 February 2024 which explained the reasons why I intended to direct Euroins to pay Mr W £100 compensation. I said:

*'The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they must provide policyholders with reasonable guidance to help them make a claim. I've taken these rules into account, amongst other things, when deciding whether I think Euroins treated Mr W fairly.'*

*'I've first considered the policy terms and conditions, as these form the basis of Mr W's contract with Euroins. Mr W made a medical expenses claim on the policy, so I think it was reasonable and appropriate for Euroins to consider Mr W's claim in line with the medical expenses section of the contract. This says:*

*'If, during your trip, you become ill, contract coronavirus or sustain a bodily injury we will pay*

up to the amount shown in the summary of cover for costs incurred outside your home country that have been authorised by the emergency assistance company for:

1. emergency medical and surgical treatment in the nearest appropriate hospital, including medical practitioner fees, hospital expenses and ambulance costs;
2. dental treatment for the relief of pain or difficulty eating only;
3. travelling expenses, including those of one relative or friend if it is deemed medically necessary by us to be accompanied home and we do not provide a medical escort or if you are a child (under the age of 18) and require an escort home;
4. the extra cost of returning to your home.'

This section of the policy also sets out a specific list of things Euroins doesn't cover. This includes the following:

- 'claims arising directly or indirectly from any pre-existing medical conditions unless they have been declared and accepted by us in writing for cover;
- costs incurred for: surgery or medical treatment which in the opinion of the attending medical practitioner and the emergency assistance company medical practitioner can be delayed until your return to your home country;
- claims that are not confirmed as medically necessary by the attending medical practitioner or the emergency assistance company.'

There's no dispute that Mr W was taken ill and admitted to hospital. There's also no dispute that he delayed his return to the UK as a result. But in the absence of a medical report from the treating hospital, I don't think Euroins is in a position to determine exactly what was wrong with Mr W; what treatment he received; whether that treatment was covered by the policy and whether this was an acute and new condition. So I don't think it's unfair for Euroins to say that it can't progress Mr W's claim until it's received the medical information it needs to be able to assess whether the claim is covered under the terms of the contract.

Since the investigator issued his assessment of Mr W's complaint, Euroins has sent us a copy of the assistance team's notes. I can see from those notes that while Mr W was an inpatient, it did make reasonable attempts to request medical information from the treating hospital. During the period Mr W was an inpatient, the hospital told the assistance team, more than once, that Mr W wasn't being treated there and so it wasn't in a position to obtain a medical report, despite its requests. I can see that on 11 January 2023, the hospital said the report would be sent. But no report was provided. And despite a further chase from the assistance team on 16 February 2023, the hospital didn't reply or provide a copy of the report. I'm satisfied then that it did take steps to try and obtain the medical report between late December 2022 and 16 February 2023. On that basis, I don't think it caused any unreasonable delays at this point.

I appreciate that Mr W feels Euroins should be responsible for obtaining the report from the hospital. As I've said, I find that during the early stages of this claim, it did take prompt and reasonable attempts to obtain the medical reports. As there was no response from the hospital, I don't think it was unreasonable for Euroins to suggest that Mr W should contact the hospital to ask for the information. I note too that the policy terms set out a list of 'General Conditions'. These include the following terms:

- 'You must cooperate with us and provide us with any documentation or information we ask for, to evaluate your claim or to seek reimbursement from a third party. We will not pay any claim unless you cooperate with us.
- If we require any medical certificates, information, evidence and receipts, these must be obtained by you at your expense.'

*In my view, the policy terms make it clear that a policyholder must provide Euroins with any medical evidence it reasonably requires. In this case, I don't think Euroins' request is unreasonable and I don't think it's acted unfairly by telling Mr W that it can't move the claim forward until it's provided with supporting medical evidence. It's open to Mr W to contact the treating hospital to ask for a copy of a medical report; an invoice setting out the treatment he received and the costs; and a discharge letter. I note Mr W also told us that he was admitted to a UK hospital upon his return, so he may also be able to provide Euroins with a discharge summary which might help it to assess the claim. He should send any medical information to Euroins for it to review. As it stands though, I don't think I could fairly find that Mr W has shown he has a valid claim which is covered by the policy terms and which Euroins should pay.*

*With that said, I do think Euroins has made some service failings here. It let Mr W know, in mid-February 2022, that he would need to ask the hospital for a medical report. He responded to say that he hadn't been given anything by the hospital and he thought it had been requested by Euroins. It doesn't appear that Euroins did anything more until Mr W chased-up the payment of the claim in late May 2023 – almost three months later. I think Euroins could have been more proactive in responding to Mr W and given him more detailed information about the steps it had taken to get the information and why it was necessary.*

*And I can see that in June 2023, Euroins explained to the assistance team that Mr W didn't have a copy of the medical report and asked it to follow this up. The assistance team responded to say that the hospital hadn't responded to its earlier requests. I think though that it might have been helpful for the assistance team to repeat its request for the report. But there's no evidence that it did so.*

*On that basis, I don't think Euroins handled Mr W's claim as well as it could have done. And I think it caused him a modest amount of avoidable trouble and upset in having to chase things up and undergo some delays. In my view, an award of £100 is a fair, reasonable and proportionate to reflect the material impact I think Euroins' handling of this claim had on Mr W. So I'm intending to direct it to pay Mr W £100 compensation.'*

I asked both parties to send me any additional evidence or comments they wanted me to consider.

Mr W had nothing to add. On 11 March 2024, Euroins told us it had paid Mr W £100 compensation.

### **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, as Mr W had nothing to add and Euroins appears to have accepted my provisional findings, I see no reason to change them.

So my final decision is the same as my provisional decision and for the same reasons. I direct Euroins to pay Mr W £100 compensation. Euroins says it paid this amount to Mr W on 11 March 2024. I must make it clear that I'm awarding total compensation of £100, so if Mr W has now received this particular compensation award, it appears there will be no further compensation award for Euroins to pay.

### **My final decision**

For the reasons I've given above and in my provisional decision. My final decision is that I uphold this complaint.

I direct Euroins AD to pay Mr W £100 compensation (less any compensation amount it's already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 April 2024.

Lisa Barham  
**Ombudsman**