

The complaint

Mr and Mrs P complain that Astrenska Insurance Limited has turned down a medical expenses claim they made on a travel insurance policy.

Mr and Mrs P's representative brought this complaint to us. But, for ease of reading, as the claim concerns Mr P, I've referred mainly to him.

What happened

Mr and Mrs P took out a single trip travel insurance policy through a broker. It provided cover between 2 January and 4 April 2023. Mr and Mrs P flew abroad as planned.

Unfortunately, soon after their arrival, following a dentist's appointment, Mr P was referred for investigations and a biopsy. He was diagnosed with mouth cancer on 16 February 2023. Surgery was arranged for 7 March 2023, which was to be followed by a course of chemotherapy treatment.

On 25 February 2023, Mr P's representative got in touch with Astrenska's medical assistance team to make a claim. They sent Astrenska copies of Mr P's biopsy results and invoices. Astrenska's medical team reviewed the information it had available. It considered that while Mr P needed surgery urgently, he didn't require emergency surgery. So it concluded that Mr P was fit to be repatriated back to the UK for treatment on the NHS.

Mr P disagreed with Astrenska's conclusions. He considered that he needed surgery as an emergency and he was concerned about the delays he might experience if he had to undergo treatment on the NHS.

Astrenska let Mr P know that if he chose to remain abroad for surgery, despite its recommendation to repatriate him, medical cover under the policy would end.

However, Mr P decided to remain abroad for treatment and his representative made a complaint to us on his behalf. They felt that Astrenska hadn't fairly considered the available medical evidence when considering Mr P's situation.

Our investigator didn't think Mr P's complaint should be upheld. He noted that the policy was only intended to provide cover for medical emergencies. And that the policy terms specifically excluded treatment which, in Astrenska's opinion, could be delayed until a policyholder returned to their home country. He felt that Astrenska had reasonably considered the available medical evidence and that it was fairly entitled to rely on its medical team's opinion to conclude that Mr P had been fit to return to the UK for treatment. So he considered that it had been fair for Astrenska to turn down Mr P's claim.

Mr P disagreed and I've summarised his representative's submissions. They said that when Mr P had been diagnosed, he'd been suffering from constant, excessive bleeding from his mouth, which had left him unable to eat. This had been the reason Mr P was unfit to fly. They said that it had been difficult trying to obtain the documentation Mr P needed to support his claim. And given Mr P's condition, he hadn't been in a fit state to communicate with

anyone for a few weeks.

The complaint's been passed to me to decide.

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, whilst I'm sorry to disappoint Mr and Mrs P, I don't think Astrenska has treated them unfairly and I'll explain why.

First, I'd like to say how sorry I was to hear about Mr P's diagnosis. I don't doubt what a worrying time this must have been for him and his family and I do hope his treatment has progressed well.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of Mr P's policy and the available medical evidence, to decide whether Astrenska handled Mr P's claim fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr P and Astrenska. Section nine of the contract terms includes 'Emergency medical expenses and repatriation cover'. This sets out the following:

'Important Information

Emergency cover – This policy is not private medical insurance; we cover treatment which cannot wait until you get home from your trip, with the aim of ensuring you are well enough to return to the UK, which may include cutting your trip short, or to continue with your trip as planned...

Description of cover

- 1. Emergency medical expenses – This section covers emergency medical expenses, up to the sum insured, if during your trip abroad you become ill or suffer an injury and it is necessary to receive treatment from a medical practitioner as an inpatient or outpatient.*
- 2. Medical repatriation if there is a valid claim under (1), this section provides cover up to the sum insured when you are not well enough to return home as planned or continue your journey as planned. **If you choose not to follow our instructions to be repatriated home... coverage under all sections of this policy will end.** ' (My emphasis added).*

Astrenska has also set out a list of specific exclusions which apply to section nine of the policy. One of these states:

'What is not covered

Any costs which in the opinion of the treating medical practitioner or in our opinion are not medically necessary or can be delayed until your return to your home country.'

I think the policy terms make it sufficiently clear that Astrenska will only pay for emergency medical treatment which can't be delayed until a policyholder returns home. In this case,

Astrenska believes that whilst Mr P's treatment was urgent, it wasn't an emergency. It concluded that Mr P could have been repatriated for treatment on the NHS. So I've considered whether I think this was a fair conclusion for Astrenska to draw.

It's clear that Mr P and his representatives believe that Astrenska didn't have enough medical information to fairly assess whether he was fit to fly home, or whether he needed emergency medical treatment. Astrenska's notes show that its assistance team were first contacted on 25 February 2023 – around a week after Mr P had been diagnosed with mouth cancer. The notes show that Mr P's representative told Astrenska that Mr P would need surgery and chemotherapy treatment. And Mr P's representative sent on medical invoices to Astrenska for its consideration. This information was passed on to its medical team for review.

I don't think it was unreasonable for Astrenska to weigh-up the medical evidence it had prior to it receiving Mr P's full medical report. The review notes make it clear that Astrenska was aware of Mr P's diagnosis; the proposed treatment; his vital signs and medication he was receiving. So I think Astrenska's doctor is likely to have had a good understanding of Mr P's diagnosis and health when they reviewed the available evidence.

On 2 March 2023, Astrenska's doctor concluded that Mr P should be repatriated to the UK as soon as possible for treatment and that he was fit to fly. As such, Astrenska's medical team felt that Mr P's treatment, while urgent, could be delayed until he'd been repatriated for treatment on the NHS. It seems repatriation was planned for 5 March 2023. This decision was communicated to Mr P's representative on the following day. I don't think it was unfair or unreasonable for Astrenska to rely on the opinion of its medical team when deciding whether Mr P should undergo surgery abroad.

It seems Mr P had concerns about repatriation to the UK. The notes indicate that he was worried about NHS waiting times. I can understand why Mr P may have preferred to remain abroad for treatment which had been agreed by his treating team. However, I've seen a copy of the email Astrenska sent to Mr P's representative. This email clearly explained that Astrenska's medical team considered Mr P was fit to be repatriated on 5 March 2023, for treatment in the UK. And it highlighted that if Mr P chose to remain abroad after that date, he would no longer have any medical cover under the policy. This is in line with the policy terms I've set out above. So I think Mr P was aware of the impact on his cover if he chose to remain abroad for treatment and that no further medical expenses would be covered.

Mr P has provided us with copies of letters from his treating doctors, dated 5 April and 2 May 2023. These letters post-dated Astrenska's decision not to pay for Mr P's cancer treatment and it didn't have the opportunity to consider them when assessing cover. I'm aware though that Astrenska has had the chance to review these letters and conclude that neither letter changed its position.

The first letter explained that Mr P had presented to his treating hospital with '*bleeding and severe pain*'. It stated that '*Mr P has to undergo emergency surgery.*' The letter explains the surgery Mr P underwent on 7 March 2023 and that he would be beginning chemotherapy treatment. The May 2023 letter states that Mr P '*was diagnosed with mouth cancer on 16/02/23. This required urgent emergency treatment, due to the heavy bleeding in his mouth, hence he was not fit to fly back to the UK until the operation and treatment are complete.*'

I've thought about the letters very carefully because I appreciate they do suggest that the treating doctors felt Mr P needed emergency surgery. However, Astrenska didn't think there was enough evidence to change its position. It felt that given there was a three-week delay between Mr P's diagnosis and his surgery, the operation wasn't emergency in nature. It

considered that this was evidence that while urgent, the surgery could have waited until Mr P was repatriated to the UK. And it noted that the doctor had stated that the surgery was emergency in nature due to Mr P suffering from heavy bleeding. It queried what treatment Mr P had been given between his diagnosis and his surgery and what he'd been doing during that time, given the symptoms the doctor had said he was experiencing. I don't think these are unreasonable queries for Astrenska to have raised. And I don't think the doctors' letters provide an explanation as to how Mr P's symptoms affected him or why, in their opinion, he was unfit to fly. Given Astrenska's concerns, I don't think it was unfair for it to have maintained its decision to turn down Mr P's claim for his surgical costs.

Overall, despite my natural sympathy with Mr P's position, I don't find that Astrenska has treated him unfairly or unreasonably. Based on the medical evidence it had available when it assessed Mr P's claim, I think it was reasonable for it to rely on its medical team's conclusion that Mr P was fit to be repatriated for NHS treatment. And it made the implications of not following its advice clear. I'm satisfied too that Astrenska has also taken into account the evidence Mr P's representative has been able to provide since the initial claims decision was made. So it follows that I don't find Astrenska acted unreasonably when it turned down Mr P's claim for his surgery and further treatment costs. It will be for Astrenska to determine whether any of Mr P's costs incurred prior to 5 March 2023 are payable and I make no finding on that point.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 19 October 2023.

Lisa Barham
Ombudsman