

## The complaint

Mr M complains about how U K Insurance Limited dealt with his claim against his travel insurance. Reference to UKI includes its agents.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr M has travel insurance as a benefit of a current account. On 8 March 2023, Mr M became unwell whilst on a trip and was admitted to hospital. He says that he had dizziness and general weakness. The medical report subsequently prepared by the first treating hospital said that the reason for Mr M's admission was chest pain and palpitations.

On 8 March 2023, Mr M contacted UKI and made a claim for emergency medical treatment. The same day, UKI told Mr M that before it could confirm cover it needed information from his GP. It sent Mr M two consent forms to sign. I understand that Mr M signed those forms when he received them.

On 10 March 2023, UKI received a medical report from the treating hospital. It also told Mr M that its medical team agreed that an angioplasty is an appropriate course of treatment and that before it could confirm cover it required information from his GP. UKI asked Mr M to sign a form about access to medical information. On 11 March 2023, Mr M confirmed that he had previously signed the form.

On 13 March 2023, Mr M phoned UKI and it told him that it was waiting for a report from his GP. That wasn't in fact the case. On the same date UKI confirmed by e-mail that it had received a medical report from the treating hospital which it was translating. I understand that the treating hospital subsequently discharged Mr M.

On 16 March 2023, UKI asked Mr M's GP for information. Mr M was admitted to a second overseas hospital on the same day. I understand that Mr M spent four days at the second treating hospital and then at his request, transferred to a public hospital. On 21 March 2023, Mr M asked his GP to remove or amend the reference in his medical records to '**Acute myocardial infarction**' in October 2015. The amended GP records show '**IHD – ischaemic heart disease small anterior infarct in LAD territory on MRI**' in October 2015.

UKI declined Mr M's claim. It says that Mr M didn't complete medical screening before booking his trip or travelling and hadn't told it about the medication he was prescribed. UKI says that if Mr M had completed medical screening, it would not have provided cover for his medical condition. It said that it was unable to consider the claim. UKI said that Mr M last completed medical screening in 2016 when he declared atherosclerosis but UKI declined cover for that.

UKI said that it delayed in the translation of Mr M's medical report, in asking the treating hospital for the letter of authorisation Mr M had signed and in contacting his GP for

information. It paid Mr M compensation of £300 in relation to these service issues. Mr M didn't think that was fair and pursued his complaint.

Mr M says that he told UKI that he was diagnosed with atherosclerosis in 2015 and believed that he was paying an additional premium to cover that condition. He says that he didn't have a heart attack either whilst he was on his trip or in the UK some years earlier. Mr M says that the medications referred to in his medical records are for atherosclerosis. He says that he had angina and that angioplasty in November 2015 dealt with the symptoms of that. Mr M is unhappy that UKI declined his claim and that it delayed in doing so. He says that if UKI had declined the claim in a timely way, he would have moved to a public hospital and avoided the expense of private medical treatment. Mr M wants UKI to settle his claim.

One of our investigators looked at what had happened. She said that based on reports from Mr M's GP's and the treating hospital, she was satisfied that the medical evidence shows that he was admitted to hospital abroad with a heart attack and that he'd had a heart attack in 2015. The investigator said that Mr M hadn't declared his medical conditions to UKI before his trip. She initially recommended that UKI complete retrospective medical screening to establish what it would have done if Mr M had completed medical screening.

The investigator thought that the compensation UKI had already paid in relation to service issues was fair. She didn't think it was an option for Mr M to move to a public hospital as the medical information provided indicated that he needed treatment urgently. So, she didn't think that UKI's delay in dealing with the claim altered the outcome here.

Mr M thought that the compensation UKI has already paid wasn't sufficient. He said that UKI delayed in asking his GP for information which caused confusion and undermined his faith in his GP at an already vulnerable time.

UKI conducted retrospective medical screening and said that it would have declined cover for Mr M.

The investigator considered the matter again. She didn't change her earlier conclusions and said that she was satisfied that UKI wouldn't have provided cover if Mr M had disclosed his medical conditions.

Mr M didn't agree with the investigator. He says that there's no definitive evidence that he had a heart attack, either in 2015 or whilst abroad in 2023. Mr M says that there's no evidence that he needed treatment urgently and in any event, he could have been transferred to a nearby public hospital and treated under the UK Global Health Insurance Card scheme. He says that it was in the interests of the treating hospital to say that he required urgent treatment. Mr M says that he wouldn't have consented to the treatment in the private hospital if he'd known that UKI would take some time to confirm cover.

Mr M says that he declared arteriosclerosis to UKI. He questions the need for an annual declaration as it's a permanent condition and he was paying an increased premium. He says that UKI had a duty to tell him that it wouldn't cover him, so that he could have arranged cover with another provider. Mr M says that UKI continued to take his premiums knowing that it wasn't going to cover him for his biggest risk.

The investigator considered what Mr M said but didn't change her view. Mr M asked that an ombudsman consider his complaint, so it was 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.

It's clear and quite understandable that Mr M has strong feelings about this matter. He's provided detailed submissions to support the complaint. I've read through all this carefully and taken it all into consideration when making my decision. I trust that Mr M won't take as a discourtesy that I concentrate on what I think are the central issues in the case, that is, whether UKI acted fairly and reasonably in declining cover and whether the compensation it has already paid in relation to service issues is fair and reasonable.

### The relevant terms and conditions

The terms and conditions of the policy provide that an insured should contact UKI before travel if they have a medical condition. The policy includes the following:

#### **'Medical Screening**

*Please read this section carefully. If **you** don't tell us about a **medical condition**, **you** and anyone else insured by this policy will not be covered for any claim connected to **your medical condition**.*

#### **Medical conditions**

***You** need to tell **us** about any **medical conditions** when:*

- ***You** first become an **insured person** (If you already have a trip booked).*
- *You book a trip*

*[...]*

*We consider an illness or injury to be a **medical condition** if an insured person would answer 'yes' to one or more of the questions below:*

*In the last 12 months have **you** suffered from, received treatment or are receiving treatment or advice for:*

- *A heart or cardiovascular problem (such as heart disease, stroke or angina)?*

*[...]*

*In the last 12 months have **you** had or been recommended to have:*

- *Treatment or medication prescribed by a **doctor**, including repeat prescriptions, whether taking it or not? [...]*

*If **you** answer 'yes' to any of the above questions **you** must declare all **your** diagnosed health problems **you** are either suffering from now or have received treatment or advice for in the last 12 months.*

#### **What happens when you tell us about a medical condition**

• *If **you** tell us about a **medical condition**, depending on **your** answers **we** will do one of the following:*

- *Cover **your** condition for free.*
- *Ask **you** to pay an extra premium to cover **your medical condition**.*
- *Exclude cover for all **medical conditions** and any related conditions.*

*A related condition is any condition that **you** are more likely to suffer from due to **your medical condition**.*

*If **you** do not want to pay any extra premium **you** can choose to exclude cover for all **medical conditions** and anything related to them.*

#### **Arranging cover for your medical conditions**

*When we accept a **medical condition** a Medical Upgrade will be added to **your** cover. In most cases this will apply for 12 months, unless **your** health changes and we can no longer cover **your medical condition**, or until the expiry of any **upgrade** or **endorsement** that is already in place, whichever is sooner.'*

### Did UKI act fairly and reasonably?

The relevant rules and industry guidance say that UKI has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't uphold Mr M's complaint and I'll explain why:

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, insurers can decide what risks they wish to cover. The policy here doesn't cover medical conditions unless they have been declared by the insured and accepted by UKI. A '**medical condition**' includes a heart or cardiovascular problem the insured has suffered from and anything that's led to treatment or prescribed medication in the 12 months before booking a trip.
- I note that Mr M disputes that he's ever had a heart attack. I don't need to make a finding about that as it wouldn't alter the outcome of the complaint. I'm looking at whether Mr M should have told UKI about his medical condition when he booked his trip.
- I think that UKI was entitled to rely on Mr M's GP records which show that the GP prescribed to Mr M repeat medication in the 12 months before he booked his trip. That means that Mr M should have told UKI about his medical condition when he booked his trip. There's no evidence to show that Mr M did so.
- Mr M says that UKI had a duty to tell him in advance that it wouldn't cover him for what happened here. I'm afraid that's not the case. As Mr M didn't tell UKI about his medical condition when he booked his 2023 trip, it had no knowledge of it and wasn't required to tell Mr M that it wouldn't cover claims arising from or related to his medical condition.
- Mr M says that he told UKI that he was diagnosed with atherosclerosis some years ago and believed that he was paying an additional premium. UKI says that Mr M last completed medical screening in 2016 when he declared atherosclerosis, but it declined cover for that. The documentation Mr M has provided doesn't show that UKI agreed cover for atherosclerosis and required an additional premium.
- There's no evidence to support Mr M's contention that he was paying an additional premium to cover certain medical conditions. I believe that Mr M may be referring to the fee he paid for his packaged bank account. That fee may cover a number of benefits and isn't the same as an additional premium to cover disclosed and accepted medical conditions.
- We've asked UKI what it would have done if Mr M had declared his medical history correctly. It has shown that it wouldn't have offered him cover for his medical conditions. I think that UKI acted fairly in declining cover in this case.
- UKI is entitled to gather information in order to validate a claim. Until a claim is validated, an individual is responsible for medical costs. An insurer should carry out its validation process in a timely way. It's common ground that UKI delayed in acting on a medical report from the treating hospital, in asking the treating hospital for the letter of authorisation Mr M had signed and in contacting Mr M's GP for information. It's apologised for that and paid Mr M compensation of £300 in relation to service issues.

- Mr M says that if UKI had declined the claim sooner, he would have moved to a public hospital in order to avoid the expense of emergency private medical treatment.
- I've noted what Mr M has says about the first treating hospital's financial incentive in describing the treatment as urgent. My role isn't to substitute the medical judgment of any of the medical professionals involved in the case with my own. The medical report from the first treating hospital referred to '*Urgent coronariography*' (*sic*). Based on what I've seen, I think that Mr M required urgent treatment. I don't think that Mr M would have chosen to delay treatment in the circumstances.
- Mr M has also described the circumstances which led to his admission to a second private hospital. He says that he went to the nearest hospital as he felt he needed immediate medical attention. At that point, he knew that UKI hadn't validated his claim. I think that supports a conclusion that Mr M wanted immediate and urgent medical treatment.
- On balance, I don't think that I can fairly conclude that Mr M would have moved swiftly to a public hospital and avoided private medical expenses if there had been no delay in UKI declining the claim.
- In all the circumstances, I think that the compensation of £300 UKI has already paid Mr M in relation to service issues is fair and reasonable. In reaching that view, I've taken into account the nature, extent and duration of the distress and inconvenience caused by UKI's delay in this case.
- I'm sorry to disappoint Mr M but, for the reasons I've set out above, there are no grounds on which I can fairly direct UKI to settle his claim.

### **My final decision**

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 M to accept or reject my decision before 7 February 2024.

Louise Povey

**Ombudsman**