Ankenævnet for Forsikring

Den 19. april 2017 blev i sag nr. 90204:

xxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxx

mod

Bupa Denmark Services A/S
Palægade 8
1261 København K

afsagt

k e n d e l s e :

Forsikringstageren har rejseforsikring i Bupa Denmark Services A/S. Han klager over, at selskabet har afvist at yde dækning for visse merudgifter i forbindelse med, at han og hans kone måtte afbryde en ferierejse og rejse hjem til sit hjemland, fordi han blev syg. Han klager endvidere over, at selskabet har afvist at yde dækning for udgifter i anledning af en skade på en udlejningsbil.

Selskabet har ydet dækning for klagerens lægeudgifter på destinationen. Selskabet har pr. kulance betalt for klagerens udgifter til hotel i hovedstaden i nærhed af lufthavnen, indtil de kunne rejse med fly tilbage til deres hjemland. Selskabet har efter sagens indbringelse for nævnet anerkendt at betale for € 460 for indhentelse af rejserute.

Selskabet har henvist til, at klageren ikke har bevist, at hjemrejse var nødvendigt som følge af sygdom. Selskabet har afvist dækning for skaden på udlejningsbilen med henvisning til, at forsikringen kun dækker udgifter til selvrisiko. Selskabet har anført, at klageren ikke havde selvrisiko på udlejningsbilen, og at han har betalt for en skade, som ikke var dækket af den forsikring, som han havde tegnet på udlejningsbilen.

Klageren har i klageskemaet af 14/12 2016 til nævnet bl.a. anført:

> "My wife and I planned a trip, which we organized independently, to … departing from … ([klagerens hjemland]) on 16/09/2016 and returning to … on 06/11/2016. Unfortunately, the 25/10/2016, when we were in …, we had to interrupt our journey because of my health condition. A doctor in … diagnosed me with allergic rhinitis and the symptoms, which had become unbearable for me (strong paroxysmal cough, phlegm, pain - caused by coughing - from the hips and chest, feeling lack of breath), were exacerbated by environmental conditions of the … Desert where the air is dry with strong winds and frequent raising fine dust.
>
> We were forced to return early to [hjemby], stopping first in … (near …) in …, …, where we had to sleep over in a hotel near the airport, waiting for availability of seats on a flight to [hjemby] on 29/10/2016 with the company ...
>
> Having taken out a health insurance with World Nomads (n. …) that, among the many risks covered, included the coverage of medical expenses and the costs incurred in by the interruption of a trip for health reasons, I immediately (on the same day 25/10/2016) informed them with an email of my health conditions and of the need to break our journey. Once back in [hjemland] I asked for compensation for the medical expenses I had to sustain and for the expenses of the interruption of the journey consisting in the payment of an excursion of 4 days and 3 nights in … with the … which we had to forego, hotel expenses in …, the cost of a not refundable low cost flight from … (…), where we were supposed to go by bus from … according to our travel plans, and finally, the penalty charged by the [flyselskab] on the … flight refund from … in [hjemby] purchased for the date of 06.11.2016 evidently not usable.
>
> World Nomads has decided to reimburse medical expenses and hotel expenses in …, … (deducting on the latter the excess of 70 Euros) and has refused the reimbursement of other claims.
>
> In the email correspondence exchanged with World Nomads the reasons for the refusal to refund the cost of interrupted travel can be found. In the mail dated 18/11/2016 they state that the conditions for admission to a hospital did not subsist, as set in section 14 of the General Conditions of the policy, and they have found no medical reason for an early return. The reason for this is that the medical repatriation is only covered if necessary from a medical point of view and mention in this regard, section 9.2 of the above General Conditions of the policy. However, in relation to my age and my physical condition, they state, in the same email, they realize that it would have been difficult for me to participate to the … tour in … and, therefore, exceptionally, agreed to refund the additional expenses incurred for hotel stay in ... They underline, however, to awareness that these additional costs, according to the policy conditions, were not actually covered by insurance, as the condition described as 'unfit to travel' was not certified by the physician in …, nor was the medical repatriation pre-approved by the insurance Company, which is normally a prerequisite for this coverage under Section 9.5 of the GC of Policy.
>
> The reimbursement was € 243.26 (medical expenses and expenses of the Hotel deducted excess of euro 70,00).
>
> In this regard and in addition to what I have already stated in my reply mails to World Nomads, I specify that my complaint regards the interruption of travel expenses covered by Section 14 of the General Policy Conditions, not those for medical repatriation or evacua-

tion of Section 9, although World Nomads often refers to that section 9 in its emails. It seems to me that the conditions provided for in Section 14 are present in my case: it was an acute and serious illness that determined an immediate treatment with the medication prescribed by the doctor, but also an immediate hydration. The doctor advised me not to circulate on the streets, given the mentioned environmental conditions of the desert, and to retire at the hotel, drink plenty of water, use a humidifier. I think it is well known how dangerous allergic reactions can be. The reported symptoms, already present after a few days, ever since we went from … to the north of …, characterized by the presence of vast desert areas and dry climate, suffered, on arrival to …, a sharp aggravation becoming unbearable. The same doctor of … strongly advised against continuing the journey to …, where environmental conditions were incompatible. As for the hospitalization, I pointed out to World Nomads that in … there is no hospital, and the nearest is in …, about 300 km from …. It seems to me that all the conditions described in paragraph 14 of the General Policy Conditions were present in my case. In addition, throughout the section 14 there is no reference to Section 9, except in point 14.3.h, but has no relevance. On the other hand, what interest could I have had to anticipate the return to [hjemland] knowing that it would cost me a lot of money, without considering the disappointment of not being able to visit the places we wanted. I suffered other expenses aside from those for which I have applied for reimbursement, as expenses for transportation from … to …, expenses for the flight from … to … (much more expensive than the bus ticket from … to …, which, among other things have been redeemed by the Bus Company only partially), restaurant expenses, which in the tour I had booked and had to give up were included. For these additional costs I have not asked for any refund. However it is contradictory on the part of World Nomads, to deny reimbursement of expenses asked by me and they only recognized the hotel expenses in …, given my age and my health. Or I was in the right and if so, they would have to refund me all I asked for or I had no right and therefore should not have been refunded the hotel expenses.

A second complaint addressed to World Nomads concerned the expenses I incurred in for the repair of a rental car in …, …, southern …. From my complaint and correspondence you can detect the factual circumstances. The insurance coverage related to the excess allowance. In my case, as is clear from the contract with the Rental Car Company, there was no excess because, as the contract stipulates, the entire repair cost was to be borne by the customer. World Nomads concludes that considering the excess is insured and not the deductible and considering there is no deductible, they do not compensate anything. I argue that, since the deductible 0.00 per contract, the expense is all excess and must be all compensated.

In conclusion, I ask:

- to be recognized my right to full compensation (minus the deductible as per contract) and that this not be limited to the hotel expenses and expenses incurred in due to the interruption in advance of the trip to the extent required to World Nomads in my complaint;
- that my right to compensation for expenses incurred in repairing the car rented in … be recognized;
- to be recognized the right of reimbursement of the 200DKK (Euro 30.00) paid for the claim fee to the Authority.

…

What specifically do you want to achieve from the insurance company/what do you want the insurance company to do?
I want that World Nomads refunds to me all expenses due to trip interruption, € 1.152,78 (€ 1399,04 deducted € 243,26 that they have already refund) + € 30,00 claim fee to Authority + € 494,52 for car rental scdw excess."

I brev af 12/1 2017 fra selskabet til nævnet hedder det bl.a.:

"Den tegnede forsikring er en international rejseforsikring tegnet gennem World Nomads med dækning på rejser i hele verden undtagen i Klagerens hjemland .... Forsikringen er tegnet den 25. August 2016 og trådte i kraft den 16. september 2016 med udløb den 27. oktober 2016.

Tvisten omhandler dækning af Klagers udgifter i forbindelse med aflysning af kanotur til … samt skader på lejebil i forbindelse med rejse til ...

Sagsfremstilling:
Selskabets alarmcentral modtog den 25. oktober 2016 en henvendelse fra Klageren. Klageren skriver, at han befinder sig i … og har besluttet sig for opsøge læge på grund af hoste, slim med blod i samt halsbetændelse. Ydermere har han aflyst en videre rejse til …, hvor han skulle sejle kano og Klager planlægger at rejse tidligere hjem til ...

Alarmcentralen anmoder forsikringstageren om at indsende al dokumentation, så kundens sag kan vurderes. Dette modtages i separate skader d. 2. november og 4. november og behandles efterfølgende af en af Selskabets sagsbehandler. Den 14. november udbeder Selskabet yderligere information på bilforsikringen, men samtidig informeres kunden om, at i henhold til betingelse 14.1 (se fra Klageren vedlagte betingelser) er der ikke dækning for kundens aflyste rejse til …, idet det kræver, at forsikringstageren er blevet akut indlagt i forbindelse med en alvorlig og pludseligt opstået. I henhold til den indsendte skade har behandlende læge i … konkluderet, at forsikringstageren er forkølet, dehydreret og har høfeber, og at Klageren derfor må behandles med væske, Levorigotax og Broncatox. Det fremgår ikke af sagen, at kunden ikke kan fortsætte rejsen eller at kunden bør indlægges.

Klageren skriver d. 17/11, at han ikke er enig i vores afvisning. Klageren mener, at vores betingelser må kunne tolkes i forhold til den givne situation, og at han godt nok ikke var hospitalsindlagt, men at hans tilstand på det givne sted langt væk fra nærmeste hospital må kunne sidestilles. Det er ikke Selskabets forståelse, at Klagerens tilstand er at sidestille med en akut hospitalsindlæggelse, idet beskrevne diagnoser normalt aldrig vil afstedkomme en hospitalsindlæggelse og intet i behandlende læges medicinske journal indikerer nødvendigheden af en sådan indlæggelse.

På trods af at forsikringstageren ikke levede op til betingelserne i art. 14.1 valgte Selskabet ekstraordinært, at dække Klagerens hotelophold i …, idet vi havde forståelse for at Klageren ville have svært ved at gennemføre en fire dages kanotur. Selskabet mener dog ikke, at det hermed betyder, at forsikringstageren ud over dette skal dækkes for sin aflyste rejse eller at sygdommen kan sidestilles med en indlæggelse.

Som det også er forklaret for Klageren i svar fra den 18. november, så ville sygdomsforløbet heller ikke i henhold til art. 9 udløse en repatriering, hvilket Klager dog heller ikke har bedt om. Udover ovenstående hotelophold har forsikringen dækket Klagerens lægebesøg fratrukket selvrisiko.

Med hensyn til forsikringstagerens anden indgivne klage må det formodes, at Klageren ikke ordenligt har forstået dækningen i art. 25.1. Forsikringen dækker forsikredes selvrisiko i forbindelse med en skade på en bil. Som Klageren selv har angivet havde denne bilforsikring ingen selvrisiko. Men ydermere har biludlejningsselskabet afvist dækning. I henhold til betingelserne er det et krav for at vi kan dække selvrisikoen, at der er tale om en dækningsberettiget skade, art. 25.1.a.

På baggrund af ovenstående argumenter fastholder Selskabet sin afvisning af ovenstående klage.

Konklusion:
Selskabet fastholder, at Klagerens aflyste rejse til … ikke er dækket af forsikringen, og at det samme gælder Klagerens krav om dækning for skader på lejet bil."

Klageren har i mail af 22/1 2017 til nævnet bl.a. bemærket:

"Preliminarily, specify that I requested, because of the interruption of my and my wife trip in … for health reasons:

a) reimbursement of a hike of 4 days and 3 nights in … that didn't concern any canoe trip, as you can read in the same excursion program (Appendix. 1: please, pay attention to paragraph 'Health and Safety'): this may seem of little importance, but it is not as my health conditions, exacerbated by the environment dry and dusty in the … desert, would not benefit but would have persisted and would be further aggravated in the … deserts and due the altitude (while in forest and aquatic environment of a canoe trip could have benefited): USD 480,00;

b) reimbursement of hotel expenses in the vicinity of the airport of … (recognized by the Company): USD 267.00;

c) reimbursement of tickets purchased online on 08.24.2016 by the … Airline for the flight from … to … for the date of 04.11.2016, not even partially refundable by the Airline: USD 259,76;

d) reimbursement of the penalty paid to … airline for the change of tickets, purchased on line on 08/24/2016: instead from … to [hjemby] for the 11/06/2016, from … to [hjemby] for the 28/10/2016: Euro 460,00.

This is what I requested, in addition reimbursement of the medical expenses incurred and paid by the Insurance Company. The amount is a total of EUR **946.95**, and so I requested, then not only the repayment of the excursion in .... Everything was by myself in the complaint.

The fact that World Nomads supports that I asked for the refund only the hike in … and the hotel in … demonstrates that they have treated my file with approximation.

I set out on hospitalization to the Insurance Company that in the place where I was (…) there is no hospital. If the company needs to verify this, go ahead their inquiries into the matter. The medical staff of World Nomads argues, on the basis of the … medical content of the certificate, which did not fulfill the conditions for hospitalization. The art. 14 of the General Conditions of the contract didn't say that the prescription of hospitalization must be certified by the local doctor; if they were, I asked the doctor to prescribe the shelter and

I believe that these would have no hesitation to confirm the need, given that he had advised me to take shelter at the hotel with humidifier, drinking lots of water and to escape from the desert dust. What says the medical staff of the Insurance Company is a mere **presumption**. They do not have visited me, and, a fortiori, have in no way experienced the symptoms that I felt. Probably, a little cough and a bit of phlegm may seem like symptoms that do not force to stop traveling. But not in my case (remember the age: … years): cough was exasperated and uncontrollable, I was hungry air, I had severe pain in the chest and the side because of the incessant and paroxysmal coughing. In mentioned art. 14 is not expected to be the medical staff of the Company to determine whether the medical condition or not they were compatible with the interruption of the trip. It is foreseen in art. 9 for evacuation and medical repatriation, case that the Company continues to confuse with that of art. 14, although it recognizes that I have never done a medical repatriation request.

The only requirement is there was an illness serious and acute to require hospitalization. I reiterate that my illness was serious and acute, and that hospitalization, required according to the local doctor's advice, was not possible because of the lack of hospital in … and in neighboring places (the closest is located in …).

I reiterate, finally, the contradictory nature in which it is incurred by the Insurance Company, as it payed to me the hotel expenses at the … airport (two nights waiting for two seats on the flight to [hjemland]). If there were no grounds for the recognition of the right to repayment of the excursion in …, flight … / … and penalty paid to … change fee of the return flight, the reasons for which the Company has paid me the hotel in …? A gift? a tip? I did not request, I claimed that to which I feel I have the right.

About the claim for cdw car hire in …, the art. 25 of the General Conditions of Policy says that:
…
I specified to the Insurance Company that what obliges is the contract between me and the … rental …, already sent to World Nomads attached to the complaint and to you.

In the contract with … in one part is the deductible for SCDW 0.00 (this means that there was no insurance cover beyond the deductible), while below in the contract is stated as follows:

4- The basic insurance CDW (LDW) has a deductible for each event. If the vehicle is stolen a charge of UF 30 + VAT applies. In case of total loss or overturn a charge of UF 20 + VAT applies. In the event of a collision or accident, the deduction is as follows:

to. compact cars, hatchback, sedan, SUV, Van, Van, Commercial, Hybrid and Sport 5 UF + VAT (categories A, B, C, D, E, F, H, I, J, 0, P, V and W)

b. replacement vehicles 7 UF + VAT (Category R)

c. All-terrain vehicles and Premium 10 UF + VAT (categories G and X)

d. For every booking made through international travel agencies, tour operators, travel agencies, **online and international brokers** apply an exemption US dollars (exchange rate at the period end exchange rate) in the event of accidents or damage if you have taken the CDW / LDW, by the following detail: vehicles Mini, Economy, Compact, Intermediate, SUVs, pickups, Van (categories A, B, C, D, E, F, 3, I, H) applies to $ 300; Full size

and premium (G2 and X1 categories) applies 500 USD; Luxury and Premium Elite (X2 and X3) applies 1000 USD. For all classes a deductible of 1000 USD in case of vehicle theft, overturn or total loss.

Since I booked through … ask the equivalent of the relief provided for under the contract (USD 300.00), even though I paid more to the charterer, as the invoice.

However, given that the contract is a bit 'confused, I refer to the decisions of the Board.

In conclusion, I ask that the costs incurred are recognized me for the interruption of the trip for health reasons in the amount of Euro 946.95, less any allowance, and for the traffic accident the amount of the contractual deductible of USD 300,00+VAT (19%) (EUR 280.56+VAT)."

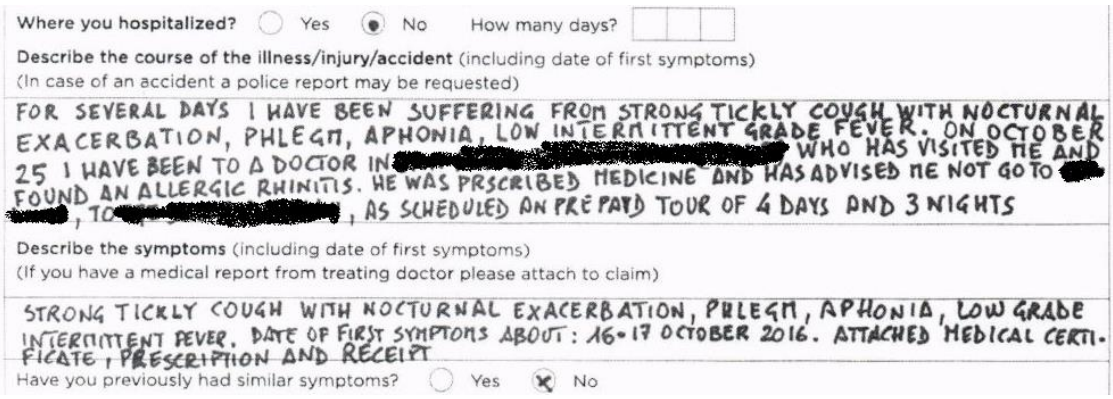
Hertil har selskabet i brev af 8/2 2017 til nævnet bl.a. anført:

"As stated before, the Complainant does not fulfil the requirements of the conditions (Sec. 14) and thus the expenses related to the trip to … are as explained in the initial response not covered.

Furthermore, the Complainant was not in a medical condition that entitled him to return home, Sec. 9.1. Nevertheless, according to Sec. 9.5 the Complainant is entitled to have cover for his expenses to catch up with his itinerary. The complainant decided to cut his trip short and travel back home to … instead of resuming his trip by going to … or … and as such there is no cover. Nevertheless, as the cost of resuming the trip and going from … to … would be approx. EUR 140-240 per person per ticket this would roughly be the same as the fee of changing the tickets. Therefore the Company would agree to pay the EUR 460 requested by the Complainant to catch up of the itinerary.

Regarding the motor vehicle excess we cannot see from the documentation received that any deductible/excess has been applied. The amount paid is more than USD 500, thus much more than the deductible/excess mentioned by the Complainant. In case of an excess the Complainant would only be responsible for paying the first USD 300 and the insurance would cover the rest, which is not the case here."

Af klagerens skadeanmeldelse for så vidt angår sygdom fremgår bl.a.:



Where you hospitalized? ○ Yes ◉ No How many days?

Describe the course of the illness/injury/accident (including date of first symptoms)
(In case of an accident a police report may be requested)

FOR SEVERAL DAYS I HAVE BEEN SUFFERING FROM STRONG TICKLY COUGH WITH NOCTURNAL EXACERBATION, PHLEGM, APHONIA, LOW INTERMITTENT GRADE FEVER. ON OCTOBER 25 I HAVE BEEN TO A DOCTOR IN [redacted] WHO HAS VISITED ME AND FOUND AN ALLERGIC RHINITIS. HE WAS PRSCRIBED MEDICINE AND HAS ADVISED ME NOT GO TO [redacted], TO [redacted], AS SCHEDULED ON PRE PAID TOUR OF 4 DAYS AND 3 NIGHTS

Describe the symptoms (including date of first symptoms)
(If you have a medical report from treating doctor please attach to claim)

STRONG TICKLY COUGH WITH NOCTURNAL EXACERBATION, PHLEGM, APHONIA, LOW GRADE INTERMITTENT FEVER. DATE OF FIRST SYMPTOMS ABOUT: 16-17 OCTOBER 2016. ATTACHED MEDICAL CERTIFICATE, PRESCRIPTION AND RECEIPT

Have you previously had similar symptoms? ○ Yes ◉ No

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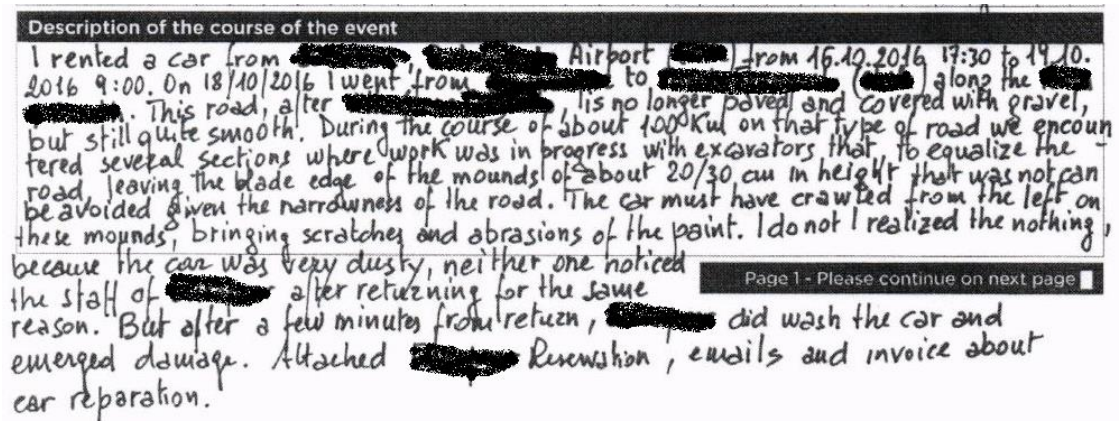
Af klagerens skadeanmeldelse for så vidt angår udlejningsbil fremgår bl.a.:


Description of the course of the event

I rented a car from [redacted] Airport [redacted] from 16.10.2016 17:30 to 19.10. 2016 9:00. On 18/10/2016 I went from [redacted] to [redacted] ([redacted]) along the [redacted]. This road, after [redacted], is no longer paved and covered with gravel, but still quite smooth. During the course of about 100 Km on that type of road we encountered several sections where work was in progress with excavators that, to equalize the road, leaving the blade edge of the mounds of about 20/30 cm in height that was not can be avoided given the narrowness of the road. The car must have crawled from the left on these mounds, bringing scratches and abrasions of the paint. I do not I realized the nothing, because the car was very dusty, neither one noticed the staff of [redacted] after returning for the same reason. But after a few minutes from return, [redacted] did wash the car and emerged damage. Attached [redacted] Reservation, emails and invoice about car reparation.

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Forsikringsbetingelserne indeholder følgende bestemmelser:

"**Glossary**

…

Acute serious illness: an 'acute serious illness' is a sudden and unexpected illness that requires immediate treatment. An 'acute serious illness' shall be determined to exist only after review and agreement by both the attending physician and our medical consultant.

…

Excess: the amount which you are required to pay for each claim arising from any one **event**.

…

Hospitalisation/hospitalised: surgery or medical treatment in a hospital or clinic as an **inpatient** when it is medically necessary to occupy a bed overnight.

…

Section 9 Medical evacuation or repatriation home

9.1: **We** will pay for reasonable additional expenses for your medical evacuation, ambulance transport or repatriation **home** in the event of an **acute serious illness**, **acute serious injury** or if **you** die as a result of an **acute serious illness** or **acute serious injury**.

We may decide that **you** should be repatriated to **your country of permanent residence** for ongoing medical treatment if **our** medical consultant and the treating physician agree that **you** are medically fit to be transferred **home**.

9.2: Cover is subject to the treating physician and **our** medical consultant agreeing that transportation is necessary and whether you should be transferred to **your country of permanent residence** or to the nearest medical facility or to another place of treatment. In case of disagreement, the decision of our medical consultant shall prevail.

We cannot be held liable for expenses for a medical evacuation/repatriation, which has not been pre-approved

…

9.5: If **you** are unable to continue the trip due to an acute illness or injury covered by the **insurance**, when accepted by us prior to the change of travel itinerary, additional and reasonable expenses for accommodation, food and local transportation shall be covered until **you** are able to travel again, as well as an economy class ticket to continue the

planned travel. The decision of our medical consultant shall prevail as to when **you** are again fit to travel.
…
Section 14 Trip interruption

14.1: **We** will pay for your non-refundable, pre-paid travel and accommodation expenses, change to itinerary fees and tuition/course fees if your trip is interrupted or **you** have to terminate **your** stay **abroad** prematurely due to:

a. **you**, **your** fellow traveller or a **close relative** is unexpectedly **hospitalised** or dies as a result of an **acute serious illness** or **acute serious injury**; or
b. **your** airline, accommodation provider, car hire company, school or other travel service provider's insolvency.

The amount reimbursed will be subject to you providing satisfactory evidence of actual costs incurred.

14.2: **We** will pay for:
unused pre-paid expenses for tours, accommodation, transportation tuition fees, travel agency cancellation fees for which there is no possibility of a refund according to the conditions of the provider. The **insurance** only covers the actual expenses for the part of the trip which is forfeited as a result of the trip interruption, according to the List of Benefits. …
…
Section 25 Rental vehicle insurance excess

25.1: If you have purchased the WorldNomads.com Explorer Plan, this insurance shall cover your rental vehicle insurance excess if:

a. the rental vehicle is stolen or damaged and this incident is covered on your rental vehicle insurance; or
b. due to a theft or an accident in which you are involved you are certified as medically unfit to drive and this incident is covered on your rental vehicle insurance and you incur expenses to return the rental vehicle.

25.2: It is a condition of cover that the expenses incurred are not a result of you acting with intent, gross negligence or actively engaging in any illegal act.

You will be compensated according to the List of Benefits. However, the claim with your rental vehicle provider or with your rental vehicle insurance company has to be settled before you can claim with us.

25.3: You must have purchased the rental vehicle insurance offered by a rental vehicle company or agency that is fully licensed with the regulatory authority of where the rental vehicle is collected, and you must have a signed rental vehicle agreement in place for the hire of the rental vehicle."

Nævnet har fået forelagt bilag fra sagen.

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Nævnet udtaler:

Klageren var på ferierejse i udlandet med sin ægtefælle med afrejse den 16/9 2016 og planlagt hjemrejse den 6/11 2016. Han har anmeldt, at han den 25/10 2016 besøgte læge, idet han havde fået tiltagende gener i form af bl.a. irriteret og ukontrolleret hoste, særligt om natten, høfeber, løbende næse og en følelse af ikke at kunne få vejret. Symptomerne blev forværret af den tørre og støvede ørkenluft, der var på stedet. Klageren og ægtefællen valgte herefter at rejse hjem med fly den 29/10 2016.

Klageren har rejst krav om dækning for udgifter til lægebesøg, udgifter på USD 480 til en forudbetalt 4-dages ekskursion, som de måtte aflyse, udgifter på USD 267 til hotel i hovedstaden nær lufthavnen, indtil de kunne få flybilletter hjem, udgifter på USD 259,76 til en flyvning den 4/11 2016, som de ikke kunne gøre brug af eller få refunderet, da de rejste hjem, og udgifter på EUR 460 til ombooking af flybilletter hjem. Endvidere har klageren rejst krav om dækning for udgifter på EUR 494,52 for en skade på en udlejningsbil.

Selskabet har med fradrag af selvrisiko ydet dækning for udgifter til lægebesøg og ekstraordinært også for udgifter til hotel nær lufthavn. Selskabet har efter sagens indbringelse for nævnet tillige anerkendt at betale EUR 460 for indhentelse af rejserute, svarende til udgifterne til to billetter til en senere rejsedestination på turen.

Det fremgår af forsikringsbetingelsernes section 9.1, at der er dækning for "reasonable additional expenses for your medical evacuation, ambulance transport or repatriation home in the event of an acute serious illness …". Dækning forudsætter ifølge section 9.2, at "treating physician and our medical consultant agreeing that transportation is necessary and whether you should be transferred to your country of permanent residence or to the nearest medical facility or to another place of treatment. In case of disagreement, the decision of our medical consultant shall prevail".

Nævnet finder, at klageren ikke har bevist, at betingelserne for, at han er berettiget til dækning for ekstraudgifter til hjemrejse, jf. section 9.1, er opfyldt. Nævnet finder det ikke godtgjort, at klagerens sygdom var af en karakter, så det udgjorde en "acute serious

illness", og at den behandlende læge eller selskabets konsulent har vurderet, at klagerens øjeblikkelige hjemrejse var nødvendiggjort af den tilstødte sygdom.

Det fremgår af forsikringsbetingelsernes section 9.5, at hvis forsikringstageren er "unable to continue the trip due to an acute illness … covered by the insurance, when accepted by us prior to the change of travel itinerary", så er der dækning for "additional and reasonable expenses for accommodation, food and local transportation … until you are able to travel again, as well as an economy class ticket to continue the planned travel".

Selskabet har ydet dækning for udgifter på USD 267 for hotelovernatninger og EUR 460 for billetter til indhentelse af rejserute. Nævnet finder, at klageren ikke har bevist, at han har afholdt yderligere ekstraudgifter, som kan medføre, at han har krav på yderligere forsikringsdækning under section 9.5.

Af forsikringsbetingelsernes section 14.1 (trip interruption) fremgår, at der er dækning for "non-refundable, pre-paid travel and accommodation expenses, change to itinerary fees and tuition/course fees", i tilfælde af "your trip is interrupted or you have to terminate your stay abroad prematurely due to … you are … unexpectedly hospitalised … as a result of an acute serious illness …".

Nævnet lægger til grund, at klageren ikke blev hospitalsindlagt på rejsen, og nævnet finder, at betingelserne for dækning derfor ikke er opfyldt. Nævnet finder, at det, som klageren i øvrigt har anført - herunder at der ikke var et hospital i den lille by, hvor han befandt sig, da han blev syg - ikke kan føre til andet resultat. Nævnet kan derfor ikke pålægge selskabet yde dækning for forudbetalte udgifter til en 4-dages ekskursion og en flyvning, som klageren begge måtte aflyse.

Det fremgår af forsikringsbetingelsernes section 25.1, at forsikringen dækker "your rental vehicle insurance excess if … the rental vehicle is stolen or damaged and this incident is covered on your rental vehicle insurance".

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Efter en gennemgang af sagen, herunder de fremlagte bilag vedrørende klagerens billeje og korrespondancen mellem klageren og biludlejningsfirmaet, finder nævnet at måtte lægge til grund, at klagerens billejeforsikring var tegnet uden selvrisiko, og at han måtte betale for skaden på bilen, fordi biludlejningsfirmaet vurderede, at skaden ikke var omfattet af billejeforsikringen.

Nævnet finder, at klagerens udgifter til skaden på bilen under disse omstændigheder ikke er dækket af rejseforsikringen, idet der ikke – som krævet i forsikringsbetingelsernes section 14.1 – er tale om afholdt selvrisiko på en skade, som er dækket af billejeforsikringen.

Nævnet kan herefter ikke pålægge selskabet at betale yderligere erstatning.

Som følge heraf

b e s t e m m e s :

Klageren får ikke medhold.

Da selskabet efter klagens indbringelse for nævnet har tilbudt yderligere erstatning, tilbagebetales klagegebyret.

Peter Thønnings
Udskriftens rigtighed bekræftes

Carsten Sennels