

## [Call Kurtis Investigates: Travel Insurance](#)

CBS 13

What Some Companies Don't Reveal Before You Buy

Only when you have to use it, you find out, it sometimes doesn't cover your emergency.

After several viewers found themselves roadblocked, they called Kurtis to investigate.

We've received a number of complaints over the past five years when it comes to trip insurance.

These couples thought their policies should cover them!

So why didn't they?

Debbie and Jim Martinez of Folsom were forced to cut short their trip to Mexico last year.

Her brother battling colon cancer took a turn for the worse.

"We missed his passing by two hours. It was difficult, very difficult," says Debbie.

They thought their trip insurance policy would cover the \$1,400 plane tickets home.

But the insurer, Access America denied their claim, saying Debbie's brother's cancer was an existing medical condition.

"I was quite shocked that it was denied," says Debbie.

Steve Hansen and Irene Cooley? Also denied by Access America when his doctor forced him to cancel his European trip over Steve's arthritis flare-up, something they thought would be covered.

"They just made it sound like it would cover everything," says Irene.

If you look through the lengthy policies, sent out after both couples paid for coverage, you will find on page 16, the part about pre-existing conditions.

But we've learned there's no law requiring these companies to tell you before you buy a policy, what is and isn't covered.

"I don't think it's fair," says Amy Bach, Executive Director with United Policyholders.

Consumer advocate Amy Bach wants trip insurance companies to be more up front so consumers aren't misled thinking any emergency is covered.

"That's the main reason people buy their product, so if the insurance company is going to pull the rug out under you after the fact... That's definitely a situation that shouldn't be allowed to stand," says Amy.

The Department of Insurance says you shouldn't feel forced to sign up for travel insurance over the

phone.

You should ask to read the policy first.

And if you're confused, request clarification.

"After you purchase it, in most cases, you can't go back and cancel it," says Ioannis Kazanis, Press Secretary, Dept. of Insurance.

Access America does have a 10 day satisfaction guarantee you **\*\*can cancel your coverage once reading the policy mailed to you.**

Neither the Hansen's nor Martinez's cancelled.

Based on our suggestion, the company is considering "exclusions be moved up in the booklet." So you don't have to flip to page 16.

But even that may not help anyone buying trip insurance based on the sell over the phone.

"I think it's deceptive. It gives you a sense of security that's really not there," says Debbie.

Access America ended up changing its mind in the case of Steve and his arthritis, but only after he complained to us and the state.

We've received quite a few trip insurance complaints. We wanted to know how many the state gets.

They couldn't tell us, saying they don't track them.

Statement from the company:

Access America Statement

Parent company: Mondial Assistance)

As you requested, I have asked our claims department to review these customers' files.

As you may know, travel insurance doesn't cover everything. It's designed to protect the traveler from sudden, unexpected problems or events. Each travel insurance policy provides a list of situations which are covered (covered reasons) and there is also a list of exclusions that impact those covered reasons. Unfortunately, we were not able to cover both of these customers' claims because they were the result of an existing medical condition. Claims related to existing medical conditions are excluded from these customers' policies.

We define an existing medical condition as any illness or injury that the insured, a traveling companion or family member were seeking or receiving treatment for or had symptoms of on the day the travel insurance plan was purchased or at any time in the 120 days before purchasing it. This exclusion is clearly stated in the travel insurance policy that we send to customers when they purchase our coverage. We are very sorry to hear of the loss of Ms. Martinez' brother Mr. Gregory. Our sincerest sympathies go out to her and her family.

Ms. Martinez has told us that she was forced to interrupt her trip because of Mr. Gregory's passing. The

records Ms. Martinez provided to us indicated that Mr. Gregory passed as a result of cancer. The physician statement form she also provided indicated Mr. Gregory had been treated for this same cancer on several occasions between 2/16/09 and 5/14/09, putting his treatment within 120 days of her purchase of travel insurance on 2/29/09. As a result, we were not able to honor Ms. Martinez' claim because Mr. Gregory's illness was an existing medical condition at the time she purchased her travel insurance policy and his passing was directly related to that condition. We are very sorry that we were unable to honor Ms. Martinez' claim.

We are also very sorry that Mr. Hansen felt he needed to cancel his trip to Amsterdam due to his osteoarthritis. We understand how frustrating it is to have to cancel a trip that you have been looking forward to and we sympathize with his situation.

The records Mr. Hansen provided to us indicated that he canceled his trip to Amsterdam due to pain from that condition. All the medical information provided directly by Mr. Hansen shows that he was treated for this condition within the 120 days prior to purchasing his travel insurance policy on 4/15/10, including as recently as 10 days prior to purchasing his policy. As a result, we were not able to honor Mr. Hansen's claim because the osteoarthritis which caused him to cancel his trip was an existing medical condition, which is not covered by Mr. Hansen's policy. We are very sorry that we were unable to honor Mr. Hansen's claim.

Since 2005, Access America has paid more than \$300 million in travel insurance claims, including more than 100,000 claims in 2009 alone.

I'm sorry that these customers felt that we could have done a better job disclosing the terms and conditions of their policies. I think I have the same booklet you're looking at and I've noticed on page 1 that it says, "Please make sure you read these documents carefully." Page 3 says, "It is important that you read the certificate carefully." Page 5 says, "Please see Section 3, What this certificate excludes, for more information."

I think that a prudent consumer would then read Section 3 to learn about the exclusions. After reading the exclusions, if they then decided the insurance wasn't appropriate for their needs, they could take advantage of our 10-day money back guarantee (as mentioned in their letter of confirmation) and get a full refund with no questions asked.

Regardless, I'm going to bring your suggestion to our product team that the exclusions be moved up in the booklet. I appreciate the suggestion.

Our products are sold by a large number of independent travel agencies and agents, but none are "our agents," in that we don't and can't dictate what products they sell or recommend. I'm sorry these customers felt that these agents could have done a better job anticipating their needs, but that is an

area where we must rely on the distributor and their judgment. I'm a bit skeptical that the agent told the customers that the policy "covers everything." As the certificate says on page 5, "Travel insurance doesn't cover everything," and I think it's well known that no insurance covers everything.

As for the number of claims filed, I'm sorry that I can't provide you with that number. I can tell you that the majority of claims filed are accepted and paid.

As you may know, insurance is a highly regulated industry and unfortunately we have no latitude to pay claims that fall outside of our coverage. I'm very sorry about that.

— Daniel Durazo

Director of Communications