

HARPER GREY LLP  
3200 – 650 West Georgia Street  
Vancouver, British Columbia, V6B  
4P7  
Canada

Tel: 604 687 0411  
Fax: 604 669 9385

## CASE SUMMARY: MEDICAL EXPENSES INCURRED BY INSURED WHILE OUTSIDE OF CANADA ARE NOT EXCLUDED BY THE POLICY

Having been advised by his treating physicians that his condition was stable, that he was safe to travel, and that further testing could wait until after his travels, the medical expenses incurred by the insured while outside of Canada were not excluded by the policy.

**Group insurance; Interpretation of policy; Exclusion clauses; Pre-existing condition; Medical travel insurance; Coverage; Actions; Damages**

*Fletcher v. Royal & Sun Alliance Insurance Company of Canada*, [2017] B.C.J. No. 1501, 2017 BCSC 1330, British Columbia Supreme Court, July 28, 2017, J.L. Dorgan J.

The insured's claim for medical expenses incurred while travelling outside of Canada was denied by the insurer.

Three days into a vacation to Mexico, the insured experienced chest pain which did not subside with use of nitroglycerin tablets. He left Mexico early to return to Canada for treatment but required an emergency coronary artery bypass surgery in Seattle on his way back to Canada. The issue was whether the medical expenses fell within the policy's exclusion for "any medical condition for which prior to departure, medical evidence suggests a reasonable expectation that treatment or hospitalization could be required while travelling."

The insured had previously been diagnosed with stable angina by his family physician and cardiologist. The insured's family physician and cardiologist both opined that his condition was stable, that he was fine to travel to Mexico, and that an angiogram could be postponed until he returned. The Court found that the insured and his treating physicians had reasonably concluded that the trip to Mexico posed no reasonable expectations of risk to the insured's health and therefore there was no "reasonable expectation that treatment or hospitalization could be required while travelling." The insurer was ordered to indemnify the insured.

This case was digested by [Dionne Liu](#) and edited by [Steven W. Abramson](#) of Harper Grey LLP. If you would like to discuss this case further, please feel free to contact them directly at [dliu@harpergrey.com](mailto:dliu@harpergrey.com) or [sabramson@harpergrey.com](mailto:sabramson@harpergrey.com) or review their biographies at <http://www.harpergrey.com>.