

The complaint

Mr and Mrs D have complained that U K Insurance Limited ('UKI') has unfairly declined their claim.

What happened

Mr and Mrs D have a travel insurance policy, underwritten by UKI.

In April 2022, Mrs D needed medical attention whilst on a cruise due to swelling in her legs. She made a claim to UKI which it declined because it said the doctor's report included a diagnosis of her pre-existing medical conditions which weren't covered under the policy.

Mr and Mrs D complained and unhappy with UKI's response, referred their complaint to this Service. They also provided a medical report from a later cruise in 2022 which showed that Mrs D suffered from swelling again and that was unrelated to her pre-existing conditions. They said this showed that the diagnosis from the first doctor was incorrect.

Our investigator looked into the complaint but didn't think UKI had fairly declined the claim and recommended that UKI pay the claim plus interest.

UKI disagreed and in summary, made the following comments:

- The doctor's report clearly identifies a diagnosis of a pre-existing condition.
- The second cruise and report differed in relation to the diagnosis and that claim was paid and accepted.

And so the case has 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, I don't think this complaint should be upheld. I'll explain why.

I issued my provisional decision on 18 August 2023 in which I said:

"The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly and shouldn't unreasonably reject a claim.

The policy doesn't cover Mrs D's pre-existing conditions.

I've reviewed both doctor's reports dated April 2022 and August 2022. The claim from April 2022 was declined on the basis that the doctor had listed pre-existing conditions as the diagnosis.

Our investigator said there was no causal link between Mrs D's pre-existing conditions and

her swelling and so she didn't think it was fair for UKI to decline the claim on this basis. She also said the report from August 2022 was persuasive and it was likely that the cause of her swelling was the same as it was in April.

Having carefully considered both reports, I don't think it's fair to say the cause of the swelling was likely to be the same. That is because the report from April 2022 is detailed and lists all of Mrs D's pre-existing conditions but also gives a diagnosis of diabetes and high blood pressure with the complaint of swelling. Each diagnosis is given a category of either final, different or additional. It's the 'final' conditions which Mrs D was treated for and so I am satisfied the list isn't simply a list of all her conditions – it lists the ones which have been treated.

The report records Mrs D's raised blood pressure readings and lists the medication prescribed which included medication to treat her pre-existing conditions. So even though the cause of the swelling wasn't specifically attributed to her pre-existing conditions, Mrs D was treated for her pre-existing conditions as a result of her high blood pressure. This isn't covered under the terms of the policy. So I think it's fair for UKI to rely on the diagnosis given by the doctor.

The report from August 2022 doesn't record high blood pressure readings or conditions in the same way the report from April did, and the treatment was different. So I'm not persuaded the cause of the swelling was the same as it was in April based on this information.

There is no further persuasive medical evidence available which suggests that the diagnosis made by the doctor in April was wrong, so I think it was fair for UKI to rely on that report and decline the claim. For that reason, I don't think UKI needs to do anything further."

Mr D responded in detail, and I have summarised his comments:

- There was no treatment for swelling on the second cruise and so there can be no diagnosis to differ from the April report. There are inaccuracies and contradictions in the decision relating to the diagnosis. Specifically, the second claim was solely for minor care and an injury – no treatment for swelling was necessary.
- UKI says diabetes and high blood pressure were the cause of swelling but Mrs D's GP has told her it is ridiculous to suggest that it could be diabetes. The treating doctor didn't tell Mrs D that the cause of swelling was high blood pressure and the main treatment was given specifically to treat the swelling. They question the reliability of the medical report generally.
- Although UKI agreed to leave their file open, the file was closed immediately. Mr D's letter of 31 August 2022 was ignored and UKI only responded when chased in November 2022. UKI failed to properly assess the claim, give appropriate consideration to the persuasive evidence regarding the effect of high salt content in the food and has ignored the possibility that the diagnosis by the doctor could be wrong and misleading.

I have considered everything Mr and Mrs D have said but will only focus on what I consider to be key to my decision.

- In relation to the second cruise and report, this details a complaint of swollen feet and that Mrs D was seen for an injury to her toe but this was unrelated to her swollen feet.

- I haven't seen any persuasive medical evidence from Mrs D's GP explaining why the report from the doctor in April was unreliable, so I see no reason to discount the conclusions within it.
- UKI apologised for not replying to Mr and Mrs D promptly and paid £100 compensation. Overall, I am satisfied that UKI has assessed the claim based on the medical evidence provided, which I think is reasonable. So I don't think it needs to do anything further.

I haven't been presented with any new medical evidence to suggest that the medical report from April 2022 relied on by UKI was incorrect and so I adopt my provisional decision as my final decision.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 18 October 2023.

Shamaila Hussain
Ombudsman