

The complaint

Mr F complains that Aspen Insurance UK Limited unfairly declined a claim under his wedding insurance policy.

What happened

Mr F was due to get married in 2020 but, due to lockdown restrictions in place at the time, his wedding was postponed to September 2022.

In July 2022, Mr F made a claim under his wedding insurance policy. He advised Aspen that his grandfather – who was officiating the wedding – had been diagnosed with cancer and was leaving the country to receive treatment. Mr F explained that he'd tried to postpone the wedding with the venue, but they were unable to accommodate him, and as he didn't want to continue with the wedding without his grandfather and celebrant there, he had no option but to cancel.

Aspen declined the claim on the basis that the policy excludes any claim arising from a medical condition which Mr F was aware of at the time of purchasing the policy. As medical certificates showed that his grandfather was diagnosed with cancer in 2013 and had been under regular medical review since, the condition pre-dated the policy which was taken out in February 2020.

Mr F disputed this decision, as he hadn't known about his grandfather's condition. He raised a complaint which he brought to our service.

Our Investigator upheld the complaint. She said Aspen hadn't proven, on the balance of probabilities, that Mr F was aware of his grandfather's cancer diagnosis so it couldn't fairly apply the exclusion. She recommended that it reconsider the claim and pay £150 compensation.

Mr F accepted this outcome, but Aspen didn't respond. Despite several emails chasing a response, Aspen hasn't replied to our assessment, so the complaint has been passed to me for a final decision.

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.

When a policyholder makes a claim, the onus is on them to show that an insured event has taken place. It is then for the insurer to either accept the claim or to prove an exclusion in the policy applies.

Mr F's policy says it will cover the cancellation of the wedding as a result of *"the death, injury, or sickness of one of the participants or a close relative which would make continuance of the wedding inappropriate"*. The policy's definition of "close relative" includes grandparents. As such, I'm satisfied Mr F has proven he has a valid claim.

Aspen replies on the following exclusion to decline the claim:

“The insurance does not cover:

Any claim arising directly or indirectly from...any death, illness or injury which is caused or contributed to by...any medical condition suffered by You or anyone upon whom the Wedding and/or Wedding Reception of which You were aware at the time of purchasing this policy.”

Aspen has provided a medical certificate. This appears to have been completed by the grandfather's treating doctor at Aspen's request and is on the letterheaded paperwork of a claim handler. The doctor confirms that Mr F's grandfather was not fit to attend the wedding and they give some background of his condition, stating that he was initially diagnosed with cancer in 2013 and received radiation therapy, and had been under review since. Aspen says this proves the medical condition pre-dates the policy.

Whilst this may be the case, the policy exclusion only applies if Mr F was aware of his grandfather's condition.

Mr F says he didn't know about it. I have no reason to doubt Mr F's testimony; it's not uncommon for a grandparent to want to keep these matters private particularly given the type of cancer he has, and he may have wanted to shield his grandson from the worry his condition would bring. In any event, as I've explained above, the onus is on Aspen to prove the exclusion applies – not for Mr F to prove that it doesn't – and it hasn't provided any evidence to support its assertion that Mr F knew of his grandfather's medical condition in February 2020.

Based on the information provided, I'm not satisfied Aspen has proven an exclusion applies here and so it follows that I don't think the claim has been declined fairly. To put things right, I agree with our Investigator that Aspen need to reconsider the claim.

I'm persuaded that Mr F has suffered distress and inconvenience as a result of his claim being declined and he's been left out of pocket for his cancelled wedding for some time now. For this reason, I agree with our Investigator that Aspen should pay £150 compensation for impact its actions have caused.

My final decision

For the reasons above, I uphold this complaint and direct Aspen Insurance UK Limited to:

- reconsider Mr F's claim under the remaining terms and conditions
- pay £150 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 31 January 2024.

Sheryl Sibley
Ombudsman