

The complaint

Mr B and Miss K are unhappy that AWP P&C SA hasn't accepted a claim made on their travel insurance policy ('the policy').

What happened

Mr B and Miss K say they booked a holiday abroad before finding out that Miss K was pregnant. Because of medication Miss K takes for an existing medical condition, she was advised against long haul air travel (travel time exceeding four hours) by her consultant obstetrician.

The flight time to the country Mr B and Miss K was due to travel to is significantly more than four hours.

Mr B and Miss K contacted the airline to cancel their flights. And they were able to get a partial refund for the cost of their flights from the airline. They made a claim on the policy for the remainder of their out-of-pocket expenses around £1,000.

AWP concluded that it was unable to consider the claim because the policy excluded claims for:

Normal pregnancy without any accompanying unexpected bodily injury, illness, disease or complication. Note: This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth is not regarded as an unforeseen event...

I'll refer to this as the 'pregnancy exclusion'.

AWP said the circumstances leading to the claim weren't covered.

Unhappy, Mr B and Miss K complained to AWP. AWP said it would review the claim upon receipt of the consultant's letter reflecting that Miss K wasn't fit to fly. It then asked for a medical certificate to be completed.

Miss K's GP said they were unable to complete the medical certificate for Miss K due to resourcing issues. However, AWP maintained that without a completed medical certificate, it was unable to review the claim.

AWP did offer Mr B and Miss K £30 for the length of time it had taken to resolve the claim. This was rejected by Mr B and Miss K because they said their complaint didn't relate to the time taken to resolve the claim; it related to the outcome of the claim.

Mr B and Miss K complained to the Financial Ombudsman Service.

Our investigator didn't uphold their complaint. Mr B and Miss K disagreed and raised several points in reply. These didn't change our investigator's view, so their complaint was passed to me to consider everything afresh and decide.

I issued my provisional decision earlier in October 2023. I set out the reasons why I wasn't intending to uphold this complaint. As my reasons for doing so differed to the reason relied on by our investigator, I wanted to give the parties an opportunity to reply. An extract of my provisional decision is set out below.

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AWP has a regulatory obligation to handle insurance claims fairly and promptly. And it must not unreasonably decline a claim.

Subject to the remaining terms and conditions, the policy provides cover for a trip being cancelled due to illness, as certified by a doctor, of "you, your travel companion..."

The cancellation section includes the pregnancy exclusion.

I've listened to a recording of a call Miss K had with AWP's representative in early October 2022 around the time the claim was declined. I'm satisfied that the claim was initially declined by AWP, relying on the pregnancy exclusion, because the consultant's letter hadn't been uploaded when reviewing the claim. So, there was nothing to support that there were complications with Miss K's pregnancy nor that she had been advised not to travel long-haul. I think that was reasonable based on the information AWP had at the time.

Miss K told AWP that she had the consultant's letter and was asked to send this to AWP for her claim to be reviewed. I think that's reasonable.

The consultant's letter reflects that Miss K "has significant risk factors for developing a blood clot in her deep veins (venous thromboembolism). She has therefore been advised against long-haul air travel (travel time exceeding 4 hours) which is another major risk factor for the formation of deep vein blood clots in pregnancy".

Upon receipt, I'm satisfied that AWP promptly reviewed the letter and notified Miss K that as part of its review, it would need a medical certificate to be completed. That's not unusual in claims involving trip cancellation on medical grounds. And, in principle, I'm satisfied AWP is reasonably able to do this.

So, I've thought about whether AWP reasonably ought to have reviewed the claim without the medical certificate in the circumstances of this particular case. And I don't think it should have.

Although the consultant's letter sets out the risks to Miss K if she took a long-haul flight, the medical certificate asks questions that are relevant to the AWP's overall assessment of the claim, when being considered against the terms and conditions of the policy. Those questions haven't been answered by the consultant in their letter.

For example, the medical certificate asks:

- the doctor to confirm the onset date of symptoms for the medical condition being claimed for
- questions around whether the patient has experienced, been treated for or diagnosed at any time, with any medical condition directly or indirectly related to the condition being claimed for
- the date the pregnancy was confirmed
- whether, on certain dates, the patient was being investigated or awaiting test results

for any medical condition.

I know Miss K's GP subsequently provided a letter dated December 2022 reflecting that Miss K had been advised against long-haul travel as "her complicated medical history puts her at a high risk of forming deep vein thrombosis in her pregnancy" and confirmed that due to staff shortages they were unable to complete medical forms at that time.

Whilst I accept that it's not the fault of Mr B and Miss K that a medical certificate couldn't be completed at the time, I don't think AWP has acted unreasonably by maintaining that it would be unable to review the claim further without the completed medical certificate. The information requested is relevant to the assessment of the claim – including whether there's an insured event under the cancellation section of the policy and if there are any relevant exclusions.

So, I don't think AWP has unfairly concluded it's unable to review Mr B and Miss K's claim until it's in receipt of a completed medical certificate. Miss K is free to contact her GP to see whether they're now in position to complete the medical certificate. And if so, for the completed medical certificate to be provided to AWP to review the claim.

I've also thought about whether Miss K was given unclear or misleading information when she contacted AWP before cancelling hers and Mr B's flights. I don't think she was.

I've listened to a call she had with AWP's representative towards the end of September 2022, during which she says she's been advised against flying by her consultant and why.

The representative does say the policy only covers complications with pregnancy, which is in line with the policy terms and conditions. Mr B and Miss K are unhappy that Miss K wasn't told during this call that a medical certificate would need to be completed by her GP.

However, I wouldn't reasonably expect AWP's representative to set this out during the call. At that stage, the claim form hadn't been received and AWP's claims team wouldn't have had an opportunity to consider the claim against the policy terms or the consultant's letter - or consider whether it required further medical information as part of its claim assessment.

And in any event, whilst I can't of course be sure, had Miss K been told at that stage that it's likely she'd be required to ask her GP to complete a medical certificate for her claim to be assessed, on the balance of probabilities, I don't think this would have put her off cancelling her flights (or resulted in her looking to rebook her flights to another, closer, destination).

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I invited both parties to provide any further information in response to my provisional decision. I received no reply.

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 received no further information, I'm satisfied that there's no reason to depart from my provisional findings. So, for this reason and for reasons set out in my provisional decision (an extract of which is set out above and forms part of my final decision), I don't uphold this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss K to accept or reject my decision before 24 November 2023.

David Curtis-Johnson
Ombudsman