

## **The complaint**

Mr T and the estate of the late Mrs T complain that Ancile Insurance Group Ltd mis-sold Mr and Mrs T a single trip travel insurance policy.

## **What happened**

In August 2022, Mr and Mrs T took out a single trip travel insurance policy online. The policy was sold by Ancile and underwritten by an insurer I'll call R. During the online sales process, Mr T answered some questions about Mrs T's health. He believed that he'd correctly gone through medical screening and declared Mrs T's medical conditions. The policy sale completed.

Unfortunately, while Mr and Mrs T were on holiday, Mrs T was taken seriously unwell and was admitted to hospital. So Mr and Mrs T made a medical expenses claim on their policy. However, R turned down the claim. That's because it said Mr and Mrs T hadn't specifically declared Mrs T's medical history when they took out the policy.

Mr T complained both about R's decision to turn down the claim and because he didn't think the policy had been sold fairly. He maintained that he had declared Mrs T's medical conditions during the online sales process and he'd completed the online application as he'd been directed to.

Another ombudsman has already decided a complaint about R's decision to turn down Mr and Mrs T's claim.

So our investigator looked into a complaint about the sale of the policy by Ancile. He didn't think Ancile had recommended that Mr and Mrs T should take out the policy and so he didn't think it had needed to ensure the policy was suitable for them. He considered a copy of the online sales process Ancile said applied at the time the policy was taken out. The investigator acknowledged that Mr T had answered six questions about Mrs T's health during the policy sale. However, he noted that Mr T would have needed to add information about each of Mrs T's specific medical conditions during the online sales process in order to add cover for each of those conditions. It didn't appear that these conditions had been added.

And the investigator noted that Mr T would have been given a clear online warning prior to proceeding with the sale which stated that while Mr T had indicated that he or Mrs T had medical conditions which needed to be declared, no medical declaration had been made. The online warning referred to the possible implications of failing to make a medical declaration. He felt that Mr T would also have been required to actively choose to proceed with the application without making a medical declaration. So he didn't think Ancile had made any error when it sold Mr and Mrs T the policy.

Mr T disagreed and I've summarised his responses to our investigator. He maintained that he'd followed the online instructions during the sales process and had given detailed information about Mrs T's medical conditions. He questioned why he wouldn't have saved the declarations, given the time it had taken him to input the medical information. Instead, he

felt Ancile had failed to save the declarations he'd made. He said that at no time had he been told that he couldn't take out the policy if he hadn't included a medical declaration. He maintained that he hadn't seen an online warning during the sales process. Additionally, he referred to the clarity of the policy documentation.

The complaint's 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, whilst I'm very sorry to disappoint Mr T, I don't think Ancile has treated him unfairly and I'll explain why.

First, I'd like to offer my sincere condolences to Mr T for the loss of Mrs T. I understand this has been a very upsetting time for Mr T and his family. I'd also like to reassure Mr T that while I've summarised the background to his complaint and his submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been raised and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

I must also make it clear that this decision will only consider the way Ancile sold Mr and Mrs T's travel insurance policy. I appreciate that Mr T has referred to the post-sale documentation, but this was considered by another ombudsman when they decided whether R had fairly declined Mr and Mrs T's claim. So I won't be looking at the clarity of the policy schedule or post-sale documents here.

Both parties accept that Mr and Mrs T took out the travel insurance policy online. Having looked at the online sales process Ancile has provided, it's clear that Ancile didn't carry out an assessment of Mr and Mrs T's demands and needs. Nor did it recommend that they should take out the policy. This means that Ancile didn't need to check that the policy was suitable for Mr and Mrs T. But it did need to give them enough clear, fair and not misleading information about the cover so that they could decide if it was right for them.

It's clear that Mr and Mrs T's claim was declined because R concluded that they hadn't declared Mrs T's medical conditions during Ancile's online sales process. Mr T says that he did declare Mrs T's conditions and that Ancile failed to save the information he'd input. Therefore, I think the main issue I need to decide is whether I consider Ancile gave Mr and Mrs T enough clear, fair and not misleading information during the online sales process to highlight the necessity for a full medical declaration to be made and the process for doing so.

Ancile has provided us with a copy of the sales process it says applied at the time Mr and Mrs T took out the policy. I understand that Mr T has seen a copy of the sales journey and has had an opportunity to comment on it. While I appreciate that Mr T has concerns that this wasn't the same sales process he followed, I'm satisfied that this is most likely to be an accurate reflection of the online application he completed. So I've next gone on to consider what information Mr and Mrs T would most likely have been shown during the sales journey.

The relevant part of the online sales process section is titled 'Medical Declaration'. The section asked five 'yes or no' questions, including whether an applicant had a medical condition; had attended a hospital, or had a terminal prognosis. As Mr and Mrs T stated that Mrs T had had a terminal prognosis, they were presented with a sixth question, asking how long the prognosis was from the return of their trip. In my view, these were clear and easily understandable questions. There's no dispute that Mr and Mrs T answered these questions

honestly and their answers were saved during the quotation process.

Next, an applicant is shown a box called 'Medical Screening'. Immediately underneath the title, the following information is shown:

***'Please note: You must now declare all existing medical conditions as well as any previous medical conditions you have had that fall within the medical declaration questions.'***

*You must answer all questions accurately and honestly. If you don't, for example by declaring some conditions and not others, your policy may be cancelled, or treated as if it never existed, and your claims may be rejected or not fully paid. This could result in you being responsible for paying your own emergency medical costs abroad.*

*If you do not know the answer to a specific question you may need to contact your doctor.'*

While I appreciate Mr and Mrs T had answered the six initial questions, I think Ancile's sales process makes it sufficiently clear that an applicant needs to go on to provide it with a declaration of their medical history. An applicant does have the opportunity to continue the sale without adding any medical conditions. But Ancile's sales process shows that if an applicant chooses not to add any medical conditions during this stage, the following pop-up warning screen appears:

*'You have not declared any medical conditions.'*

*Your answers to the medical declaration indicate that you have a medical condition which you need to declare to us.*

*You must declare all existing medical conditions. If you don't, your policy may be cancelled, or treated as if it never existed, and your claims may be rejected or not fully paid. This could result in you being responsible for paying your own emergency medical costs abroad.*

*Continue without declaring any conditions.'*

I think Ancile's sales process clearly highlights that, in these circumstances, it's noted a potential policyholder has a medical condition they need to declare, but that they haven't done so. I'm also satisfied that Ancile has specifically set out the potential implications on cover if an applicant chooses to take out the policy without declaring any relevant medical conditions.

If an applicant does wish to make a medical declaration, they're directed to 'Add condition'. Once a condition has been added from a drop-down list, an applicant is given a further list of questions to answer about that specific condition. An applicant is able to add as many conditions as necessary to their screening. Once an applicant has added their conditions, then they are directed to either 'Edit', 'Remove' or 'Save conditions'. Again, in my view, this part of the sales process is clearly laid out in a not misleading way.

The sales process shows that there's no way to move forward with the policy application unless an applicant chooses to save, edit or remove the conditions they've entered. So it appears that an applicant is actively required to choose one of those options before they can proceed with the policy sale.

It's clear how strongly Mr T believes that he did declare and save Mrs T's conditions. And that he wasn't given any online warning during the process that he hadn't made such a declaration. I've thought about this carefully. Where there's a dispute about what's happened, I need to make a decision on the balance of probabilities – that is to say, what I

think is most likely to have happened based on the available evidence and the circumstances.

As I've explained, I think it's most likely that Ancile has provided us with an accurate version of the sales process Mr T followed. The sales process asks clear questions, provides clear information about the steps an applicant needs to take to declare their medical conditions and highlights the potential consequences on cover if medical conditions aren't declared. The sales process demonstrates that following the addition of a medical condition, an applicant can't move forward with an application unless they save or remove the condition. As Mrs T's conditions weren't saved, it seems more likely than not that if Mr T did add the conditions, he removed them in error before continuing with the policy. Alternatively, it's possible that Mr T answered the initial six questions and didn't go on to add Mrs T's specific conditions. It's possible too that he no longer recalls the warning pop-up highlighting that no declaration had been made.

Overall then, I think Ancile provided Mr and Mrs T with clear, fair and not misleading information during the policy sale. And that it clearly highlighted the potential implications on claims or on policy cover if a full medical declaration wasn't made. So whilst I sympathise with Mr T's position, I don't find that Ancile did anything wrong when it sold him the policy or that it needs to take any action.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and the estate of Mrs T to accept or reject my decision before 4 January 2024.

Lisa Barham  
**Ombudsman**