

## **The complaint**

Mrs H and Mr H complain that U K Insurance Limited (hereafter “UKI”) unfairly declined their travel insurance claim.

## **What happened**

Mrs H and Mr H hold a worldwide family travel insurance policy underwritten by UKI. In August 2022 they booked return flights for January 2023 to a location I’ll call “T”.

Mr H was diagnosed with heart failure in September 2022 and in November 2022 was advised against travelling. So Mrs H and Mr H cancelled their flights and submitted a cancellation claim.

UKI declined that claim. It said the trip to T had been cancelled due to a medical issue, but evidence showed the issue had actually presented itself in June 2022, Mr H had sought medical attention for it in July 2022, and the flights to T were booked in August 2022 without it being made aware of this. UKI acknowledged Mr H had called it in September 2022, but reiterated that was after the trip to T had been booked and no cover was available for their current claim.

Mrs H and Mr H complained. They said Mr H’s condition had only been diagnosed in September 2022 and it was only in November 2022 that he’d been advised not to fly. They also said the symptoms Mr H had experienced before booking the flights were trivial and they’d fully intended to travel to T in January 2023.

UKI maintained its decision, so Mrs H and Mr H referred their complaint to this service.

Our investigator thought UKI had declined the claim fairly. They said the terms of the policy were clear and Mr H hadn’t told UKI of his change in health before booking the flights – that was despite him having experienced breathlessness, being advised by a cardiologist to consult his GP, and being referred to a specialist by his GP at the time.

Mrs H and Mr H disagreed and reiterated the previous symptoms were of no cause for concern. They said Mr H wasn’t considered to have a significant health problem at the time of booking, and when he’d spoken to UKI he’d informed it of his heart condition and medication and it’d confirmed they’d be covered for travel. Mrs H and Mr H also reiterated that Mr H was only advised not to travel in November 2023 and said their claim was within the spirit and letter of the basic principles of insurance cover.

Our investigator’s opinion on the complaint didn’t change. They explained a change in health included signs and symptoms of a new condition. They said Mr H hadn’t discussed his diagnosis when speaking to UKI in September 2022 or made it sufficiently clear that the flights to T had been booked. And, UKI had shown this service it wouldn’t have provided cover for the symptoms under investigation had it been made aware of the change in health before the flights were booked.

So, as no agreement was reached the matter was 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.

UKI has a responsibility to handle claims both promptly and fairly and to not reject them unreasonably. The terms and conditions of Mrs H and Mr H's policy set out the cover available to them and on reading those I note:

- A policy holder must tell UKI about any change in health when they book a new trip, and a change in health is defined as:  
*“Any change to an existing medical condition (including a change in the number of medications you are prescribed).*  
*Any newly diagnosed medical condition.*  
*Any signs and symptoms of a new medical condition, whether diagnosed or not.”*
- A medical condition is also defined as:  
*“Any illness or injury for which, at the date you became an insured person or the date when you booked your trip, whichever is the later you would have answered ‘yes’ to any of the questions in the Medical Screening section on page 8.”*
- The medical screening section says a policy holder needs to tell UKI about any medical condition when they book a trip. And if a policy holder doesn't tell it about a medical condition, they and anyone else insured won't be covered for any claim connected to it.
- The same section says it'll consider an illness or injury to be where a policy holder would answer yes to one or more specific questions, and one of those questions is:  
*“In the last 12 months have you suffered from, received treatment or are receiving treatment or advice for:*
  - *Investigation of a medical condition or awaiting a diagnosis?”*

The timeline of events in this complaint isn't disputed. Briefly, Mr H had symptoms of breathlessness in June 2022 (when abroad during a different trip to a place I'll call “F”). He sought medical advice from a cardiologist there and underwent an ECG. And once home in July 2022 Mr H consulted his GP about the above and was referred on to a cardiology team. The flights to T were then booked in August 2022.

Mrs H and Mr H say Mr H's symptoms were trivial and they'd fully intended on travelling to T at the time of booking. I appreciate Mrs H and Mr H's view, but I must take account of the timeline of events and the relevant policy terms here. Having done so I don't think it was unreasonable of UKI to conclude that Mr H seeing a cardiologist when he became breathless in F, consulting his GP about that when he returned home, and being referred by his GP because of those symptoms for further investigation constituted something it should have been told about.

UKI has also shown this service that had it been made aware of the above it wouldn't have provided cover for the symptoms under investigation. And so in view of this and of the reasons given above I don't think its decline was unreasonable.

I am aware that Mrs H and Mr H say Mr H had a long conversation with UKI in September 2022 where he informed it of his heart condition and medication, and got confirmation that he'd be covered for both their upcoming trip to F and any subsequent trips. But I'm not persuaded I can fully agree with this summation.

Mrs H and Mr H told this service Mr H called UKI and informed it of his heart condition immediately after he received a report from his cardiology team. Looking at that report it listed diagnosis, said Mr H had been complaining of a six month history of discomfort on his left-sided chest wall, and said he'd been short of breath for about nine months. It also said Mr H was reviewed by a cardiologist who diagnosed him with ventricular ectopic on his ECG too, and explained:

*"I have explained to him the findings of his echocardiogram and mentioned that he has got severe LV impairment..."*

*"I have listed him for a coronary angiogram ?proceed [sic] to see if his heart failure is secondary to any ischaemic cause. I will also refer him to the heart failure team for regular follow ups and to be switched to (X) and started on (X) in due course."*

Having listened to the call Mr H had with UKI however, I note he told it he was due to see a doctor about a bit of breathing difficulty. He said he was due to have a test when he got back from his upcoming trip to F too, and that he'd been prescribed two new medications. Mr H didn't tell UKI of the diagnosis the cardiologist had noted in their report. Nor did he mention the repeated references the cardiologist had made to heart failure. So I can't agree that UKI was made aware of Mr H's heart condition at that point.

I also can't agree that UKI told Mr H he'd be covered for the trip to T. The call centred on the upcoming trip to F and UKI told Mr H he would be covered for it. There was no confirmation of cover for any other trips, albeit I don't think UKI was aware that Mr H had already booked the trip to T, and it said Mr H would need to let it know of any diagnosis for any future bookings.

Notwithstanding my thoughts on the call, it still remains that UKI wasn't made aware of Mr H's change in health when the flights to T were booked as required by the policy. And, if it had been, it wouldn't have provided cover. So although I'm sorry to disappoint Mrs H and Mr H, for all of the reasons given above I'll not be interfering with UKI's position.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 8 September 2023.

Jade Alexander  
**Ombudsman**