

The complaint

Miss L complains that U K Insurance Limited (UKI) has turned down claims she made on a travel insurance policy.

What happened

Miss L holds travel insurance as a benefit of a packaged account with her building society. The policy provided standard cover for trips lasting up to 31 days.

On 22 June 2022, Miss L flew abroad. Unfortunately, in November 2022, she required medical treatment. And in December 2022, she had to fly home because a family member became unwell. It seems Miss L also suffered other losses while she was abroad. She claimed on the policy for the costs she'd incurred and the losses she'd suffered.

UKI turned down Miss L's claims. That's because all of Miss L's losses had happened significantly more than 31 days after she'd travelled abroad. And Miss L hadn't purchased an optional trip extension which would have provided cover for longer. So UKI said Miss L's claim wasn't covered.

Miss L was unhappy with UKI's decision and she asked us to look into her complaint. She didn't think the 31 day trip limit had been made clear enough.

Our investigator didn't think it had been unfair for UKI to turn down Miss L's claims. She thought the policy terms made it sufficiently clear that the policy only provided cover for trips of up to 31 days in length unless a policyholder had taken out trip extension cover.

Miss L disagreed and so 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 Miss L, I think it was fair for UKI to turn down her claims and I'll explain why.

First, I must make it clear that UKI didn't sell this policy to Miss L and so it wasn't responsible for any information she was given when she took the policy out, or for highlighting key policy terms during the sales process. If Miss L is unhappy with the way the policy was sold to her, or if she believes the cover was misrepresented to her at the point of sale, she'd need to make a separate complaint to the policy seller. In this case, it appears Miss L's building society sold the policy to her.

I also understand that Miss L has recently suffered a family bereavement. I'd like to offer my sincere condolences to Miss L for her loss.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things,

the terms of Miss L's policy and the evidence which has been provided to me by both parties, to decide whether I think UKI treated her fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Miss L and UKI. Page two of the policy includes a section called '*Booking a Trip?*' This list sets out things UKI believes a policyholder should consider before booking a trip. The list includes the following:

'Is your trip for more than 31 days?

This policy covers you for trips of up to 31 days. If your trip is longer, you can purchase a Trip Extension Upgrade. This must be done before your departure from the UK.'

Pages six and seven set out the '*Operation of Cover and Upgrades*' section of the contract. This section includes an emboldened heading called '*Trip Length*.' This says:

'This policy provides cover for trips of up to 31 days. If your return to your home area is delayed beyond the scheduled end date of your trip for reasons outside of your control we will automatically extend cover until your return date. If you are planning a longer trip you can extend cover by buying a Trip Extension Upgrade.'

The policy explains how upgrades can be purchased at the bottom of page seven.

In my view, UKI's policy terms make it sufficiently clear that cover is only provided for trips of up to 31 days long, unless a) a policyholder's return is delayed due to reasons outside of their control, or b) they've taken out and paid for a Trip Extension Upgrade.

I've carefully considered the available evidence, which unfortunately is limited. Miss L has provided us with little information about her trip – how long it was originally scheduled for, or about the claims she made. So I've necessarily had to rely on the evidence which was sent to us by Miss L and UKI. It doesn't appear that Miss L took out and paid for a Trip Extension Upgrade. And I've seen no evidence to suggest that Miss L's trip had to be extended for reasons beyond her control – such as an illness. So I think it was reasonable for UKI to conclude that Miss L was only covered for trips of up to 31 days long.

In this case, Miss L flew abroad in June 2022. The 31 days of cover expired in late July 2022. UKI's notes indicate that Miss L told it that she'd required medical assistance in November 2022 and that she had to cut short her trip due to family illness in December 2022. Both of these events happened several months after the 31-day trip limit had expired. And so, based on the evidence I've seen, I find that UKI was reasonably entitled to conclude that Miss L's claims happened after the cover for her trip had already ended. It follows then that I don't think it was unfair for UKI to turn down Miss L's claims.

Overall, despite my natural sympathy with Miss L's position, I don't think UKI has handled her claims unfairly or turned them down unreasonably. And I'm not persuaded that there are any reasonable grounds upon which I could direct UKI to accept and settle Miss L's claims.

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 Miss L to accept or reject my decision before 24 October 2023.

Lisa Barham
Ombudsman