

The complaint

Mr B and Ms J are unhappy White Horse Insurance Ireland dac turned down a claim they made on their wedding insurance policy.

What happened

In January 2022 Mr B and Ms J took out insurance with White Horse for their wedding which was scheduled for July 2022. Unfortunately, two days before the wedding Mr B tested positive for Covid 19 (as did other family members). So the wedding couldn't go ahead.

Mr B made a claim for irrecoverable costs to White Horse the following month. It turned down the claim because it said the policy didn't cover claims or losses arising from a pandemic or epidemic (such as Covid-19). Mr B provided website information which said the policy did cover Covid-19. White Horse said that applied to policies sold from March 2022 and Mr B's was sold in January 2022.

Our investigator thought the policy terms as they related to the exclusion for claims relating to Covid-19 were clear and was satisfied they applied here. And it was those terms rather than any website content that set out what the insurer would cover. The website in any case appeared to be the responsibility of the seller of the policy (a different business). So any concerns Mr B had about that and what he was told when taking out the policy would need to be pursued against that business.

Mr B confirmed he did want to complain about that business but also asked for this complaint to be reviewed by an Ombudsman. So I need to reach 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.

The relevant rules and industry guidelines say White Horse has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Mr B and Ms J's policy. This does cover irrecoverable expenses caused by the unavoidable cancellation of a wedding. And covered cancellation reasons include *"the death, injury or sickness of one or both of the couple or their close relative which would make having or continuing with the wedding and/or wedding reception inappropriate"*.

However, that section of the policy goes on to set out what isn't covered which includes *"losses arising directly or indirectly from any pandemic or epidemic (e.g. COVID-19), including any mutations of such pandemic or epidemic diseases"*. The general exclusions of the policy (applying to all sections) say *"there is no cover for any claim caused directly or indirectly or contributed to or by...claims or losses arising directly or indirectly from any pandemic or epidemic (e.g. Covid-19)"*. And the 'Welcome' page of the policy says *"Claims*

and losses arising directly or indirectly from any pandemic or epidemic (e.g. COVID-19) are not covered by this policy”.

The relevant rules also require that an insurer should produce an Insurance Production Information Document (IPID) which includes information on the main exclusions where claims cannot be made. In this case the IPID relating to Mr B and Ms J’s policy contains a ‘What is not insured?’ section which includes *“Losses arising directly or indirectly from any pandemic or epidemic (e.g. Covid-19), including any mutations of such pandemic or epidemic diseases”*

I think White Horse made clear in the information it was responsible for (the policy wording and the IPID) that claims relating to a pandemic or epidemic weren’t covered. And it’s not in dispute the reason Mr B had to cancel his wedding was because he (and other family members) contracted Covid-19. At the point he did so Covid-19 continued to be classed as a pandemic by the World Health Organisation. So I think White Horse was right to conclude the policy exclusion applied to the claim Mr B made.

Mr B has provided wording from what I understand is a ‘frequently asked questions section’ of a website which says cover will be provided if a wedding is cancelled because of Covid-19. It’s unclear when that dates from but it appears to be from the website of the seller of the policy (a different business). So any concerns about that wording would need to be pursued against that business; it’s not something White Horse is responsible for. It’s the policy terms which set out the cover its policy provides. And for the reasons I’ve explained I think White Horse has applied those terms correctly and fairly when turning down Mr B’s claim.

Mr B has also expressed concern White Horse asked him for information about his claim (including Covid-19 test results) and then went on to rely on the exclusion. However, call notes from when Mr B contacted White Horse in July 2022 say he was told at that point there was no cover for Covid-19 claims under the policy. Mr B was unhappy with this and referenced the website information. White Horse agreed to send him a claim form so these issues could be considered further.

I appreciate it then asked him for more information on his Covid-19 test results but I don’t think it was unreasonable White Horse wanted to be in possession of full information before making a formal claims decision. But it had already given him an indication of what the likely outcome would be so I think Mr B was able to make an informed choice about whether to pursue matters.

My final decision

I’ve decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B and Ms J to accept or reject my decision before 9 November 2023.

James Park
Ombudsman