

The complaint

Miss P has complained that Admiral Insurance Company Limited unfairly refused to pay her claim for the cancellation of her holiday under her travel insurance.

What happened

Miss P was due to go on holiday with her partner who I shall call Mr R on 21 October 2018. She went on line to an aggregator website and bought her policy on 18 October 2018. She was the only person insured, as Mr R was insured elsewhere.

On 19 October 2018 following a review, Mr R was admitted to hospital due to pleuritic chest pain and was advised he wasn't fit to fly. Consequently both he and Miss P cancelled their holiday. Miss P made a claim to Admiral under her policy.

On reviewing Mr R's medical notes and history Admiral decided Mr R's hospitalisation and consequent reason for Miss P cancelling her holiday was because he was suffering from a pre-existing medical condition. Its policy doesn't provide cover if the reason was due to pre-existing medical conditions of a travelling companion.

Miss P complained but Admiral wouldn't change its stance. So she brought her complaint to us. The investigator was of the view it should be upheld. Admiral disagreed so Miss P's complaint has 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, I'm upholding this complaint. I'll now explain why.

It's clear Mr R suffered from poorly controlled allergic and eosinophilic asthma and recurrent left side musculoskeletal sounding chest pain.

It's also clear Miss P's policy doesn't provide cover if the claim is related to the pre-existing medical conditions of her travelling companion, here her partner Mr R.

Mr R attended for a review of his conditions and was admitted to hospital with this pleuritic chest pain causing the cancellation of the holiday and Miss P's claim to Admiral. Mr R's claim to his own travel insurer was paid.

However here Admiral decided that this pleuritic chest pain was a symptom of his pre-existing conditions and not a diagnosis. But I've seen no evidence that due to Mr R's pre-existing asthma condition, his pleuritic chest pain was linked. Clearly the pleuritic chest pain caused Mr R to be deemed unfit to fly, but I haven't seen evidence of the link. No evidence has been presented that it's the case that anyone with asthma can develop pleuritic chest pain consequently. I would also assume

people with no asthma history can also develop pleuritic chest pain too. From an internet search, pleurisy appears to be caused by viral infection which would indicate it's not limited to the pre-existing medical conditions from which Mr R suffered as it seemed Admiral's medical team assumed.

Neither the doctor who told him not to fly, nor his GP much later in 2020 indicate the reason he was unable to fly was due to complications of his pre-existing conditions causing the pleuritic chest pain. His GP in 2020 goes so far as to say it 'was not related'. There's no other similar expert evidence before me to contradict this.

Instead, within Admiral's medical analysis of the Mr R notes, I've seen many references to Mr R being the policyholder instead of Miss P's travelling companion, and consequently many assumptions being made on the proximity of his asthma review being on 19 October 2018 from which he was hospitalised, with the policy having been bought on 18 October. I consider this understandably coloured matters and whilst the medical assessment team's instructions rightly explained Mr R was a third party, that's not borne out by the written comments of the medical assessment team.

I appreciate and understand that Admiral didn't have the evidence from Mr R's GP of 2020 when it investigated and decided to refuse to pay this claim. However it provides a useful insight that even with the passage of time, Mr R's issue in October 2018 wasn't related to his pre-existing conditions.

Therefore on balance I don't think Admiral came to a fair and reasonable decision in deciding that Mr R's pre-existing conditions was the cause of him being deemed unfit to fly. Therefore I don't consider Admiral came to a fair and reasonable decision in deciding Miss P's claim wasn't consequently covered by her policy.

So I consider her claim should be paid subject to the remaining terms and conditions of the policy with interest.

My final decision

For these reasons, it's my final decision that I uphold this complaint.

I now require Admiral Insurance Company Limited do the following:

- Pay Miss P's claim subject to the remaining terms and conditions of her policy.
- Add interest of 8% simple per year from the first date of its decision to refuse to pay her claim to the date it now does so. If income tax is to be deducted from the interest, appropriate documentation should be provided to Miss P for HMRC purposes.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 11 February 2021.

Rona Doyle
Ombudsman