

## **The complaint**

Mr H and Mrs F are unhappy Ageas Insurance Limited (Ageas) declined a claim on their travel insurance policy.

## **What happened**

In January 2020 Mr H and Mrs F booked a trip abroad for September 2020. On 14 March 2020 they purchased a single trip travel policy underwritten by Ageas to provide protection for their holiday.

On 11 March 2020, the World Health Organisation declared Covid-19 to be a pandemic. On 16 March 2020, the UK government asked everyone in the country to stop non-essential contact with others and to stop all unnecessary travel. This advice was stated to be particularly important for those with serious health conditions.

On 21 March 2020, GPs were asked to identify their most vulnerable patients so the NHS could write out to them advising them to 'shield' to protect against the risk of contracting Covid-19.

Mrs F suffers from a condition that requires her to take an immunosuppressant medication. This meant from April 2020 she was classed as clinically extremely vulnerable and at high risk of contracting Covid-19. So she received a letter from the NHS which provided strict stay-at-home guidance. Whilst this guidance was initially intended to apply for a three-month period, the strict isolation guidance for those that were high risk actually remained in place until August 2020.

Although the stay at home guidance was lifted in August in 2020, some restrictions still remained in place for those that were most high risk and clinically vulnerable. On this basis, on 1 September 2020, Mr H and Mrs F cancelled their trip. They weren't able to recover the costs of their flights from the airline so they made a claim on their travel insurance policy.

Ageas turned down the claim because they said the policy didn't provide cover for claims arising from Covid-19 because it isn't an insured event.

Unhappy with this response, Mr H and Mrs F referred a complaint to this service. Our investigator thought the complaint should be upheld because the policy states you shouldn't travel against medical advice. He said the distancing restrictions still in place on Mrs F's travel dates meant she would've been going against medical advice if she'd have gone ahead with her holiday – and wouldn't be covered. So, he thought it was fair and reasonable for Ageas to cover the claim in the circumstances.

Ageas disagreed. They didn't think the claim was covered by the policy terms and referred to examples of cases where it considered we'd agreed on this point. Our investigator responded and explained that the cases Ageas had referred to were factually different.

So the complaint has now 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 don't think it was fair and reasonable for Ageas to turn down Mr H and Mrs F's claim and I'll explain why.

The relevant rules and industry guidelines say that Ageas has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

Ageas argue Covid-19 doesn't fall within one of the listed insured events on the policy. And whilst I agree with that, I don't think Ageas have fairly declined Mr H and Mrs F's claim. Ageas said the reason for their claim is as a result of the pandemic and the travel restrictions. But I'm satisfied the reason Mr H and Mrs F cancelled was due to the risk Covid-19 presented to Mrs F's health and the impact that would have had if she'd needed to claim on the policy whilst abroad. On page 1 of their policy it states:

*"You must not travel against medical advice (or would be travelling against medical advice had you sought medical advice prior to travel) or with the intention of obtaining medical treatment or consultation abroad."*

So, I've considered the medical advice in place and what this meant for Mrs F when they cancelled their trip on 1 September 2020.

The NHS advice on 27 August 2020 for those that were considered high risk was to comply with the following advice for safety:

- stay at least 2 metres away from anyone you don't live with.
- if meeting indoors, only meeting one other household at a time.

This means the relevant medical advice from the NHS prevented Mrs F from getting on a plane because she'd have been unable to stay 2 meters apart from other passengers.

Mrs F has provided evidence from her treating consultant which shows she was still taking medication that suppresses her immune system at the time she cancelled her holiday. So, I'm satisfied she was still considered to be clinically vulnerable and high risk.

Given Mrs F's circumstances, and the advice from the NHS to keep her safe, I think she'd have been travelling against medical advice if she'd taken the trip as planned. As the policy states she can't travel against medical advice I think it's likely Mr H and Mrs F may have understood that Ageas would've refused to cover her if she'd travelled and claimed.

In my opinion that leaves Mrs F in the unfair position of not being covered if she'd followed the relevant medical advice and cancelled on that basis. But also, not being covered if she'd travelled on a plane because this would go against the medical advice of distancing.

So I think it's fair for Ageas to cover the cost of the flights Mr H and Mrs F were unable to use.

I note Ageas has referred to other cases where they said we've reached a different outcome. But each case is considered on its own specific facts. And in the individual circumstances of this complaint, I'm satisfied that the fair and reasonable outcome is for Ageas to cover this claim.

### **Putting things right**

Ageas needs to put things right by:

- Covering Mr H and Mrs F's claim in line with the remaining terms and conditions of the policy.

### **My final decision**

I uphold this complaint and direct Ageas Insurance Limited to do what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr H to accept or reject my decision before 26 April 2022.

Georgina Gill  
**Ombudsman**