

The complaint

Mr and Mrs B are unhappy that Liverpool Victoria Insurance Company Limited (LV) declined their travel insurance claim.

Any reference to LV includes all its agents.

What happened

Mr and Mrs B took out a single trip travel insurance policy in August 2022. The underwriter on the policy is LV. The policy covered their trip from 11 September 2022 to 18 September 2022. LV issued a policy schedule and there are no pre-existing medical conditions showing as declared by Mr or Mrs B.

While on their trip in September 2022, Mr B was unwell and was taken to a private hospital for accidentally taking a double dose of his medication and which resulted in an acute low respiratory infection. He was discharged three days later.

Mr and Mrs B have incurred a cost for the stay in the private hospital and are now being chased by debt collectors.

They submitted a claim with LV for the medical expenses they incurred. This was declined due to Mr B not wanting to include his pre-existing medical condition when he took out the policy. LV said his medical condition would have been excluded had he declared this at the time of taking out the policy and, any event arising from this would also have been excluded. LV said cover isn't available for the claim.

Mr and Mrs B brought their complaint to this service. Our investigator looked into it and didn't uphold the complaint. She said Mr B confirmed in the call when he took out the policy that he didn't want cover for his pre-existing medical condition. She said he was aware that not declaring his pre-existing medical condition would lead to a potential claim being excluded. She didn't think LV had done anything wrong in declining Mr and Mrs B's claim.

Mr and Mrs B disagreed with the investigator and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

Mr and Mrs B say that the information they sent about Mr B's medical history shows he's in good health and therefore the claim should be covered.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say that insurers must handle claims promptly and fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when making my final decision about Mr and Mrs B's complaint.

Firstly, I'd like to acknowledge that I have every empathy for Mr and Mrs B and the fact that

they are in financial difficulty arising from what happened. I acknowledge that this must be very challenging for them.

I've listened to the call Mr B had with the LV advisor when the policy was taken out. It's clear from this call that Mr B didn't want to include his medical condition on the policy for this trip. I can see also that Mr and Mrs B have taken previous travel policies out with LV, and he's asked for his medical condition on those to be excluded. He was clear with the advisor on what he didn't want included.

I've looked at the terms and conditions of Mr and Mrs B's travel policy. Page 12 of the policy booklet is headed: *'Important information about health declarations and health exclusions that apply to you and others your travel may depend on'*.

This section confirms there won't be any cover for any claim that is in any way related to a pre-existing medical condition unless LV has been told about all pre-existing medical conditions that apply for everyone on the policy and where LV has agreed to provide cover for them.

It goes on to say that if LV can't cover any pre-existing medical conditions, it has been told about, this would be shown in the endorsement sections on the schedule.

From the call, it's clear that Mr B didn't want his medical condition included as part of the policy he took out. And I can't see that any endorsements were applied to the policy.

From the notes available to me, Mr B was admitted to hospital for accidentally taking a double dose of his medication. The double dose was for the medical condition he asked not to include on the travel policy. As a result of the medication he took, he also had a respiratory infection. I understand that he has been suffering with this medical condition since 2008.

Based on the evidence provided, I'm not persuaded that LV should cover the claim. I therefore don't think LV has declined Mr and Mrs B's claim unfairly or unreasonably. LV has also shown that had the medical condition been declared, there would have been an exclusion applied to the policy for this. As such, Mr B would not have had cover on the policy for his medical condition.

Mr B has provided letters about his current health from his consultant. He says this shows that his health is stable. I appreciate this and have considered the information he's provided. While this shows he's in a stable condition, that doesn't necessarily mean that the claim can now be covered. The crux of the issue is that Mr B said in the call, when he took the policy out, that he didn't want to include his medical condition on the policy. The medical condition as well as anything related to this condition was not included when they policy was taken out. So, I'm sorry to disappoint Mr and Mrs B, but they're now not able to claim for an event that wasn't provided for in his policy.

I can see that Mr and Mrs B are being chased by a debt collection agency for the outstanding amount. I'm sorry for this. I can't comment on this except that Mr and Mrs B are able to contact them and they should be able to support them through this process.

Overall, I think LV declined Mr and Mrs B's claim in line with the policy terms and conditions and I think that's fair in the circumstances. It follows that I don't require LV to do anything further.

My final decision

For the reasons given above, I don't uphold Mr and Mrs B's complaint about Liverpool Victoria Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 18 March 2024.

Nimisha Radia
Ombudsman