

## **The complaint**

Mr and Mrs H are unhappy that AWP P&C SA declined a claim made on their travel insurance policy ('the policy').

## **What happened**

Mr and Mrs H cancelled a holiday after they discovered that due to a surgical procedure Mrs H had many years ago to remove an organ ("the surgical procedure"), it would be too high risk for her to travel to the country they'd booked to go to. I'll refer to that country as "K".

AWP declined the claim. It relied on a general exclusion in the policy to do so which says:

This policy does not provide cover for any loss that results directly or indirectly from any of the following general exclusions if they affect you, a travelling companion or a family member:

1. Any loss, condition or event that was known, foreseeable, intended or expected when your trip was booked.

I'll refer to this as "the exclusion".

Unhappy, Mr and Mrs H complained to the Financial Ombudsman Service. Our investigator upheld their complaint and recommended AWP to settle the cancellation claim in line with the remaining terms of the policy. AWP disagreed with this recommendation.

So, Mr and Mrs H's complaint was passed to me to consider everything afresh to decide. I issued my provisional decision in February 2024 explaining why I wasn't intending to uphold this complaint. An extract of my provisional decision is set out below.

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AWP has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I know Mr and Mrs H will be very disappointed but for the reasons I've set out below, I don't intend to uphold their complaint.

- I'm satisfied that the main reason for cancelling their holiday was the advice received from the practice nurse in around August 2023 (when they attended an appointment to receive their vaccinations) not to travel because of the surgical procedure.
- This is the reason Mr and Mrs H have put in their complaint form to the Financial Ombudsman Service. It's also reflected in their claim form to AWP. They say due to the surgical procedure and because rural areas of K are considered high malaria areas this makes Mrs H "very vulnerable because her immune system is reduced substantially. The UK Health Security Agency has advised against her travelling to

K". The practice nurse also completed a form reflecting that "I feel it best to advise against travel to this area".

- Even if the reason for cancellation is considered an insured event under the cancellation section of the policy terms (which I make no finding on), I'm persuaded that AWP has fairly and reasonably relied on the exclusion to decline the claim.
- Mr and Mrs H enclosed with their claim form to AWP a document entitled "guidelines for malaria prevention in travellers from the UK: 2022". That reflects that those who have had the surgical procedure Mrs H had are at particular risk of severe malaria and, where possible, should avoid travel to malarious areas.
- Further the NHS website says that people without the organ Mrs H had removed have an increased risk of developing a severe form of malaria and if possible, they should avoid countries where malaria is present.
- So, I'm satisfied that this information was easily available to Mr and Mrs H before they booked their holiday. And I think it was foreseeable at the point of booking that Mr and Mrs H wouldn't be able to go on holiday to an area where there was a high risk of malaria.
- Mr and Mrs H have said that they contacted AWP after booking their holiday, declared the surgical procedure (amongst other conditions) and an endorsement was purchased. I can see that it is listed as a pre-existing medical condition on the medical declaration. However, I don't think AWP was under any obligation to proactively find out whether this condition would've affected Mr and Mrs H's travel plans before Mr and Mrs H paid the outstanding balance for the cost of their holiday.
- Mr and Mrs H have also asked AWP to consider whether it would pay half of the claimed amount. However, I don't think AWP is under any obligation to do that.

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I invited both parties to provide any further information in response to my provisional decision. AWP didn't reply.

Mr and Mrs H replied saying they appreciated the reasons behind my provisional decision but explained why they felt it would be fair and reasonable for AWP to reimburse them for half of their out-of-pocket losses – or at least refund the cost of the policy and visas they'd paid for.

In summary, this is because they'd paid an additional premium for the making the medical declaration and at that time, they'd only paid the deposit for their holiday. If they'd known that the surgical procedure would've been detrimental to their travel to K, they wouldn't have paid the balance of the cost of the holiday a couple of weeks after making the medical declaration.

### **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.

That includes Mr and Mrs H's comments in response to my provisional decision. Having done so, I'm satisfied that there's no compelling reason for me to depart from my provisional decision.

I can, of course, understand why Mr and Mrs H are so disappointed and why they've asked AWP to make a contribution towards their losses. However, I don't think that would lead to a

fair and reasonable outcome in the circumstances of this case. For the reasons set out in my provisional decision (an extract of which is set out above and forms part of this, my final decision) I don't think AWP has unfairly declined Mr and Mrs H's claim, including any visa costs.

I'm not persuaded that AWP was under any obligation in the circumstances of this case to proactively find out whether the surgical procedure would've affected Mr and Mrs H's travel plans to K when making the medical declaration before they paid the outstanding balance of their holiday.

Nor do I think it would be fair and reasonable for AWP to reimburse Mr and Mrs H for the cost of the policy or the additional premium paid when declaring medical conditions. The policy was an annual multi-trip policy, ending at the end March 2024. So, AWP was on risk of a claim being made under the policy for an insured event for any other booked holiday or, for example, if the holiday to K had been cancelled for a different reason which was an insured event and not otherwise excluded.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 1 April 2024.

David Curtis-Johnson  
**Ombudsman**