

The complaint

Mrs B and Mr F complain Euroins AD unfairly declined their claim when they needed to cancel their holiday.

What happened

Mrs B and Mr F held a travel insurance policy underwritten by Euroins. They first took the policy out in 2021, and they renewed it in the following years, including in July 2023.

Mrs B and Mr F had booked a holiday abroad for January 2024. However in October 2023, Mrs B was diagnosed with cancer, and so the holiday was cancelled. Mrs B and Mr F made a claim against the policy for their losses.

Euroins declined the claim as it said the circumstances related to a pre-existing medical condition not covered by the policy.

The policy terms and conditions include the following general exclusion:

“We will not pay for claims arising directly or indirectly from:

1. A Pre-existing medical condition(s)”

And the policy provides the following definition of ‘pre-existing medical condition’:

“1. any Medical Condition where You, a Close Relative or Traveling Companion have ever been prescribed medication, including repeat prescriptions or received treatment or attended a Medical Practitioner or a specialist as an outpatient or inpatient [...]

2, any illness for which You, a Close Relative or Traveling Companion have received a Terminal Prognosis or any [...] cancerous condition... “

Mrs B and Mr F complained to Euroins. In response, it said the medical certificate completed by the GP, showed Mrs B had previously been treated for cancer in 2018. And it pointed to the general exclusions of the policy, which state claims related to pre-existing medical conditions are not covered.

Unhappy with the response, Mrs B and Mr F brought their complaint to this service.

An investigator here looked into what had happened and said they didn’t think Euroins had declined the claim unfairly.

Euroins made no comment on the investigator’s view, however Mrs B and Mr F disagreed. In summary they said Mrs B didn’t have a pre-existing medical condition, because she’d previously been given the ‘all clear’ from cancer in the past. They asked how many years of previous treatment should be considered for a pre-existing condition, and said the policy didn’t specify this.

As Mrs B and Mr F disagreed and asked for a final decision, the case 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.

The relevant regulator's rules say an insurer must handle claims promptly and fairly. And it mustn't turn down claims unreasonably. Having carefully considered this, I don't think Euroins acted unfairly when declining the claim. And I'll explain why.

It's not in dispute that Mrs B was previously treated for a form of cancer in 2018 and that this was linked to the diagnosis in 2023. However Mrs B and Mr F disagree that this is a 'pre-existing medical condition'. They've said Euroins' terms and conditions didn't state how many years in the past would be of relevance.

Firstly, I've considered whether it was made sufficiently clear to Mrs B and Mr F, that their policy did not provide cover for pre-existing medical conditions.

I've reviewed the renewal invitation email sent to Mrs B and Mr F in 2023. On the second page of the letter, a section headed "*Important Conditions relating to Health*" stated "...the policy does not cover any claims relating to pre-existing or known medical conditions..." and a link was provided to the policy terms.

The policy terms booklet has a box titled 'important notice' on the front page, which states "*This policy does not cover pre-existing medical conditions. Please refer to Important Conditions Relating to Health section.*". The "*Important Conditions Relating to Health*" section says "*Other than for one medical condition on the waived conditions list, you will not be covered under this policy for any claims arising directly or indirectly from a Pre-existing medical condition(s).*"

The definition of "*pre-existing medical condition*" (above) is set out on page 7 of the 31 page booklet. And the general exclusion I've referred to above is on page 9.

Having considered the above, I'm satisfied that the documentation sent to Mrs B and Mr F at renewal made it sufficiently clear that the policy did not provide cover for all pre-existing medical conditions. A list of health conditions was given within the terms, stating that up to one of these would be covered. However, cancer is not one of the conditions listed.

I've gone on to review the definition of pre-existing medical condition within the policy terms. I accept the definition does not specify any time period. However, there is no requirement for it to do so, and the absence of a time period doesn't mean the term shouldn't apply here.

Euroins' definition states any condition, where there has ever been treatment, is a pre-existing medical condition. Whilst that definition is broad, I think its meaning is clear. And, the second part of the definition of pre-existing medical condition specifies "*any cancerous condition*". So I'm satisfied that for the purpose of the policy, Mrs B having been treated for cancer in 2018, constituted a pre-existing medical condition.

Euroins relied on a general policy exclusion, which states no claims will be paid for a claim arising directly or indirectly from a pre-existing medical condition. And based on the evidence I've seen and explained above, I think this exclusion was applied fairly.

Whilst I can sympathise with Mrs B and Mr F's position, I think their cancellation claim has been fairly declined.

My final decision

For the reasons I've given, it's my final decision that I do not uphold this complaint. And I make no award against Euroins AD.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr F to accept or reject my decision before 19 November 2024.

Gemma Warner
Ombudsman