

## **The complaint**

Mr and Mrs N are unhappy that AWP P&C S.A. declined a claim they made on their travel insurance policy.

## **What happened**

Mr and Mrs N had a travel insurance policy linked to their packaged bank account. Mrs N was referred for investigations following a swelling in her abdomen. They booked a holiday which they later cancelled as Mrs N required urgent medical care. Mr and Mrs N claimed on their travel insurance policy.

AWP declined the claim because they said Mrs N hadn't let them know that she had a medical condition under investigation. And, had she done so, they'd have declined to cover it for the trip. Mr and Mrs N complained to AWP, but they maintained their decision to decline the claim. Unhappy, Mr and Mrs N complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. He thought that AWP had acted reasonably and in line with the policy terms. Mr and Mrs N didn't agree and asked an ombudsman to review their complaint. In summary, they say that the issue that led Mrs N to seek urgent medical care wasn't linked to the original swelling in her abdomen. So, it's not fair for AWP to decline cover. The complaint was passed to me to make a decision.

## **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 rules and industry guidelines say that AWP has a responsibility to handle claims promptly and fairly. And, they shouldn't unreasonably reject a claim.

### The policy terms and conditions

The policy terms and conditions set out information about the health declaration and health exclusions. It says there isn't automatic cover for pre-existing health conditions and that the policyholder must declare all conditions when first opening the bank account, when renewing the medical screening declaration on the health check date or when there are any changes in your health, or prescribed medication between making your declaration and booking a trip.

There is a general exclusion which says there is no cover for any pre-existing medical condition and associated conditions (unless terms are agreed in writing by AWP). There is also a specific exclusion in the cancellation section of the policy for claims relating to any undiagnosed pre-existing medical conditions.

The policy defines a pre-existing medical condition as:

Any disease, illness or injury for which you have experienced symptoms, consulted a doctor or been diagnosed with before opening your Lloyds Bank Premier Account or

when renewing your medical screening declaration on the health check date.

The 'health check date' is defined in the policy as –

- The date shown on your renewal invitation.
- Before booking a trip if your health has changed (your pre-existing condition has deteriorated, your dosage or number of prescribed medications has increased, or you have developed a new medical condition).

#### Did AWP unfairly decline the claim?

I'm not upholding this complaint because:

- Mrs N attended a medical appointment in mid-September 2023 with symptoms of swelling in her upper left abdomen. She had blood samples taken, which were returned as negative, and was referred for an ultrasound. In early October 2023 Mr and Mrs N booked a cruise which was due to take place in early January 2024.
- An ultrasound was completed in December 2023, by which point Mrs N's symptoms had subsided. However, there was some shadowing from the bowel loop which led to a CT scan. During this scan a cyst and lesion was identified in the right pelvic area. Following a further ultrasound, shortly before their planned departure date, Mr and Mrs N were referred for a fast-track cancer assessment. This led to Mrs N having surgery later on in January 2024.
- I think that prior to booking the trip Mr and Mrs N ought to have notified AWP that there had been a change in health. Mrs N had experienced symptoms, visited a GP and been referred for tests.
- Had Mrs N done so she'd have been rescreened for her health conditions. That would have included being asked whether she was currently awaiting tests, investigations, treatment, surgery or was awaiting the results of any tests or investigations. The answer to that question would have been 'yes' as, at that point in time, she was waiting for an ultrasound. I think that an ultrasound could reasonably be considered as a form of test or investigation. If the screening had taken place AWP would have declined to offer cover.
- Mr N has argued that the original symptoms, swelling in the left abdomen, were not linked to the ultimate diagnosis in the right pelvic area. The medical evidence, in my view, isn't very detailed on this point or persuasive. The GP gave the initial date of consultation as the 13 September, which is before the holiday was booked. And, based on the GP notes and other information provided, I think it was reasonable for AWP to conclude that the sequence of events, and ultimate diagnosis, flowed from the initial referral which took place before the holiday was booked.
- Taking all of the above into account I don't think it was unreasonable for AWP to decline the claim as I think they've fairly assessed the claim in line with the policy terms and conditions. And, based on the evidence available to me, I'm not persuaded that it would be fair and reasonable for them to step outside the policy terms and conditions in the circumstances of this case.

#### **My final decision**

I'm not upholding this complaint.

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

Anna Wilshaw  
**Ombudsman**