

The complaint

Miss B and Ms P complain about the decline of their wedding insurance cancellation claim by White Horse Insurance UK Limited ('White Horse').

What happened

The background to this complaint is well known to Miss B, Ms P and White Horse. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have

Miss B and Ms P's chosen wedding venue was unable to host their wedding due to a funding decision by the relevant local authority. Miss B and Ms P were then unable to find a suitable alternative venue that could accommodate a marquee they'd paid a deposit on. That third party marquee provider wouldn't refund their deposit - so they made a claim for marquee deposit costs under their wedding cancellation insurance policy.

White Horse declined the claim as they said it wasn't for one of the defined cancellation reasons covered under the policy terms. Miss B and Ms P raised a complaint about the claim decline, and as they remained unhappy with the response from White Horse, they referred it to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As Miss B and Ms P considered the complaint unresolved, it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm sorry to hear of the wedding venue cancellation for Miss B and Ms P. This will no doubt have been very frustrating and inconvenient for them.

Have White Horse fairly considered the claim before declining it in line with the policy terms?

White Horse declined the claim as they said the venue not hosting future weddings wasn't covered by their terms. They've referred to the following term which outlines venue related cancellations that are covered:

"What You Are Covered For:...

1. The booked venue for Your Wedding Ceremony or Wedding Reception being unable to hold Your Wedding Ceremony and/or Wedding Reception due to:

a) damage to Your booked venue caused by fire or;

- b) damage to Your booked venue caused by Adverse Weather or;*
- c) murder, death, or suicide at Your booked venue or;*
- d) an act of Terrorism at Your booked venue.”*

I'm satisfied that the reason for Miss B and Ms P's cancellation doesn't fairly fall under the above four categories. White Horse have also referred to the below exclusion to decline the claim:

“What You Are Not Covered For:

*20. Any claim for items not listed under the What You Are Covered For section under Part One – **Cancellation.**”*

I find that White Horse have fairly declined the claim, in line with the policy terms - as the reason for the venue being unable to host their wedding was not one of the specific listed reasons.

Was the important policy information sufficiently brought to Miss B and Ms P's attention?

I've considered whether Miss B and Ms P were made sufficiently aware of the key information about the policy at inception.

The IPID document (which highlights key information states under '*What is insured?*'; '*Cancellation or Rearrangement of the Wedding*'. Under '*are there any restrictions on cover?*', it's stated: "*Cover for cancellation or rearrangement is provided **for specific circumstances only and as stated in the policy wording.*** [bold added for emphasis by Ombudsman]". Therefore, I'm satisfied that the key relevant restrictions were drawn to Miss B and Ms P's attention.

Unfortunately, although the wedding cancellation reason wasn't foreseeable by Miss B and Ms P, this type of insurance policy is not intended to cover every single scenario that might arise and lead to a wedding being cancelled.

Summary

I find that White Horse have fairly declined this claim, in line with the policy terms.

My decision will be disappointing for Miss B and Ms P, but it brings to an end our Service's involvement in trying to informally resolve their dispute with White Horse.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Ms P to accept or reject my decision before 16 January 2025.

Daniel O'Shea
Ombudsman