

## **The complaint**

Mr T has complained that U K Insurance Limited ('UKI') unfairly declined his claim.

## **What happened**

Mr T has a travel insurance policy as part of a packaged bank account, underwritten by UKI.

Mr T booked a trip for himself and his children on 1 December 2023. His son suffered an injury and was advised not to travel so the holiday was cancelled.

Mr T made a claim but UKI said there was no cover for pre-existing conditions as Mr T hadn't told it about his son's injury before booking the trip.

Mr T complained and unhappy with UKI's response, referred his complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think UKI had unfairly declined the claim.

Mr T disagreed and in summary, said the questions relating to medical conditions didn't apply to his son's injury and his GP had provided confirmation that the second injury was not related to the first.

The case has been passed 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- The policy terms say: *"Make sure that you contact us before you book as this insurance automatically excludes cover for medical conditions."*
- The terms refer to the 'Medical Screening' on page 8. This says: *"You need to tell us about any medical conditions when...You book a trip...We consider an illness or injury to be a medical condition if an insured person would answer 'yes' to one or more of the questions below...In the last 12 months have you had or been recommended to have: Treatment or medication prescribed by a doctor...Investigation of a medical condition or awaiting a diagnosis? If you answer 'yes' to any of the above questions you must declare all your diagnosed health problems you are either suffering from now or have received treatment or advice for in the last 12 months."*

- Page 18 of the policy sets out 'specific exclusions' including: *"Any claim due to a medical condition, unless you had already told us about the condition and we had agreed to cover it."*
- Page 20 confirms there is no cover for medical conditions or changes in health.
- Mr T says his son had two separate injuries which were unconnected and his GP has confirmed this. I have reviewed the relevant medical evidence including a clinic letter dated 30 November 2023 which confirms a diagnosis of a left patellar dislocation on 10 November 2023. And the treatment plan is noted as physiotherapy and a follow up in three months for a clinical review. A further clinic letter dated 1 February 2024 confirms Mr T's son had been having physiotherapy but had several episodes of his knee giving way in the interim despite the rehabilitation. The letter says two weeks before, whilst skipping, he had a further episode and possible dislocation with spontaneous relocation after. The diagnosis on this letter is: *"Left patellar dislocation 10<sup>th</sup> November 2023"*. The consultant was concerned with the *"unstable knee"* and a referral was made.
- The GP wrote a letter to confirm that the first knee dislocation was on 10 November 2023. After rehabilitation and physiotherapy had been completed, Mr T's son returned to normal activities and the second injury occurred 10 weeks later on 18 January 2024.
- The booking confirmation is dated 1 December 2023. Mr T's son sustained a knee injury (dislocation) on 23<sup>rd</sup> November 2023 and a further knee injury (possible dislocation) on the same knee on 18 January 2024.
- Mr T doesn't think UKI has fairly declined his claim for cancelling the holiday as he doesn't think the medical screening questions apply to his son's injury. But I disagree. The clinic letter dated 30 November 2023 confirms a clear treatment plan (physiotherapy and a follow up in three months) and Mr T's son was seen by a specialist. I am therefore satisfied that the specific exclusion relating to undeclared medical conditions applies to Mr T's claim as he did not inform UKI about his son's knee injury before booking the trip on 1 December 2023.
- Furthermore, Mr T says the second injury was unrelated to the first and this was confirmed by the GP. The GP letter confirms the date of the two injuries but doesn't say the injuries were unrelated. The clinic letter from the consultant dated 1 February 2024 confirms the two injuries are in relation to the same knee and suggests they are connected. In any event, I think Mr T ought to have contacted UKI before booking the trip after his son first injured his knee in November 2023 and as he failed to do so, the specific exclusion relating to medical conditions applies. This means UKI hasn't unfairly or incorrectly declined Mr T's claim.
- I appreciate Mr T will be disappointed with my decision and I am sorry to hear about the unfortunate circumstances. But I can't fairly or reasonably ask UKI to pay his claim.

**My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 7 May 2025.

Shamaila Hussain  
**Ombudsman**