

The complaint

Mr A has complained that U K Insurance Limited declined a claim he made under his annual travel insurance policy.

What happened

The background to this complaint is well known to the parties so I won't detail it in full here.

In summary Mr A booked a skiing holiday to travel in December 2023. He has said that he felt unwell, but well enough to travel and arrived at the airport to board his flight. However as his passport wasn't valid he was denied boarding. He returned home and he says intended to get an emergency passport to join the holiday later, but unfortunately became too ill to travel. Mr A provided UKI a not fit to fly note from his GP surgery dated February 2024.

When UKI denied the claim on the basis of the policy terms Mr A referred it to our service.

Our investigator didn't recommend that it be upheld. She found that UKI had dealt with the claim in line with the policy terms.

Mr A appealed. He agreed that the cancellation clause didn't apply as he had already departed from his home. Rather his argument is that he was taken ill whilst on holiday – the fact that he hadn't reached his destination for other reasons is irrelevant. He felt that his illness had been fully authenticated by a bona fide UK GP.

As no agreement has been reached the matter has been passed to me to determine.

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.

Firstly I'd like to reassure Mr A that while I've summarised the background to his complaint and his submissions, I've carefully considered all he's said and sent us. In this decision though I've focused on what I consider to be the key issues.

UKI has a responsibility to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably. So I've considered all the circumstances in order to see if it treated Mr A fairly. Having done so, and although I'm sorry to disappoint Mr A, I agree with the conclusions reached by the investigator. I'll explain why.

The policy terms form the basis of Mr A's insurance contract. So I've looked carefully to see what is required for a successful claim. Mr A accepts the cancellation section doesn't apply as he had left home, but for completeness it provides:

Important information

This section provides cover if you need to cancel your trip. Cover starts when you book the trip and ends when you leave your home at the start of your trip.

You're covered for

We will pay up to the limits shown in the policy limits table within this section for each insured person for their portion of the trip costs that you have paid or legally have to pay if you have to cancel your trip

Reasons for cancellation

We will provide this cover if you have to cancel your trip short for any of these reasons:

- a. Death illness or injury: the death serious illness injury or illness of you...*

You're not covered for

- a. Any cancellation that happens when you do not have the correct passport or visa for your trip.*

I do appreciate how upsetting it must have been for Mr A to be refused boarding at the airport because of his passport validity. But this is specifically excluded from cover under his policy.

Mr A has told us that he was “perfectly well enough” to travel to the airport and intended to obtain an emergency passport and join his colleague, but the following day felt so ill that he was unable to get out of bed. His claim is therefore only for part of his holiday cost, as he has said he could have recovered part of his holiday, had he not been ill.

However I don't find that this would have been possible. The cancellation cover ended when he left home at the start of his trip. The policy does cover curtailment – this is where a trip has to be cut short because of illness or injury. But this section of the policy excludes any claim not authorised by the emergency assistance service or travelling against medical advice. By his own testimony Mr A was well enough to travel to the airport and only took ill the following day. So I don't find it was unfair or unreasonable for UKI to decline the claim as I don't find he has shown it was covered by his policy.

I haven't disregarded the fit note completed by a nurse at Mr A's surgery which confirms he was not fit to fly due to influenza. But I find it was reasonable for UKI to take into account that Mr A didn't seek medical assistance at the time and the note was obtained some weeks later.

For the reasons explained I don't find that UKI treated Mr A unfairly, unreasonably or contrary to his policy terms. I'm sorry that my decision doesn't bring Mr A welcome news.

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 Mr A to accept or reject my decision before 26 March 2025.

Lindsey Woloski
Ombudsman