

## **The complaint**

Mr and Mrs F are unhappy that Red Sands Insurance Company (Europe) Limited (Red Sands) has declined their travel insurance claim.

## **What happened**

In February 2024, Mr and Mrs F took out a single trip travel insurance policy. Red Sands is the underwriter.

They'd booked a holiday and were due to depart on 16 April 2024. Unfortunately, Mr F was ill and was advised by his GP not to travel. Mr and Mrs F submitted a claim to Red Sands for the cost of their cancelled trip.

Red Sands requested cancellation invoices from the holiday provider and the airline. Mr F said he'd already provided information to Red Sands which should suffice and didn't think he needed to provide anything else.

He complained to Red Sands and said he was unhappy about its overall claim handling. Red Sands said it needed the information to validate Mr and Mrs F's claim and it hadn't done anything wrong in how its handled their claim.

Unhappy, Mr and Mrs F brought their complaint to this service. Our investigator didn't uphold the complaint. She didn't think Red Sands had acted unfairly in requesting evidence to validate Mr and Mrs F's claim.

Mr and Mrs F disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

## **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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

I've taken these rules into account when making my decision about Mr and Mrs F's complaint.

I've started by looking at Mr and Mrs F's policy terms and conditions as this forms the basis of their travel insurance contract with Red Sands.

Having carefully considered everything available to me, I'm satisfied Red Sands acted in line with the policy terms and I won't be upholding the complaint. I'll explain why:

- The cancellation terms of Mr and Mrs F's policy refers to information Red Sands would need to see as part of processing and validating a claim. Within this, it states that a cancellation invoice is required for each part of the trip. It's clear that certain information is required as part of the claims process.

- Red Sands explained to Mr and Mrs F its reasons for requesting this information – that's it's a policy requirement to check certain details against the claim. And specifically in relation to the cancellation invoice, to show the date of cancellation and if any cancellation charges applied. I don't think this is unreasonable.
- Whilst I can see Mr F provided an email dated June 2024 from the holiday provider to confirm there was no refund due, the email doesn't show the exact cancellation date or if any cancellation charges applied. To satisfy itself the claim is valid, Red Sands said it required a cancellation invoice. I don't think the email of June 2024 is sufficient evidence and I don't think it was unreasonable for Red Sands to ask for this information.
- Mr F says he's provided the relevant information to Red Sands to support their claim. I acknowledge this and note that Mr and Mrs F sent a lot of the information that Red Sands requested. However, in line with the terms and conditions of the policy, it's clear that Red Sands requires further information which Mr and Mrs F haven't provided. It's not unusual for insurers to request information to validate a claim and in this case, I don't think Red Sands is acting unfairly and under the terms of the policy, it's entitled to ask for this information.
- Mr and Mrs F submitted their claim first on 22 April 2024 and an email was sent to them on 25 April 2024 which listed the information they would need to send to Red Sands as well as completing a claim form. They're unhappy about the way their claim has been handled. I've considered this but I don't think any delays were caused or the service provided was poor. Red Sands has responded to Mr F as it would be expected to. Mr and Mrs F were informed promptly about the information Red Sands would need to assess the claim. So, I'm not persuaded the claim was poorly handled.

Overall, based on the information provided, I'm not persuaded that Red Sands has acted outside the terms and conditions of Mr and Mrs F's policy by asking for information to validate their claim. And I don't think it's acted unfairly or unreasonably in doing so. Should Mr and Mrs F wish to pursue their claim with Red Sands, they would need to provide the information for the claim to be validated. It follows therefore that I don't require Red Sands to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs F's complaint about Red Sands Insurance Company (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 1 April 2025.

Nimisha Radia  
**Ombudsman**