DRN-5417232

The complaint

Mr and Mrs C are unhappy that Aviva insurance Limited declined a claim made on their travel insurance policy ('the policy') after they cancelled their holiday.

What happened

I issued my provisional decision in February 2025 explaining in a bit more detail why I wasn't intending to uphold Mr and Mrs C's complaint. I said:

……………………………

Aviva has an obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I have a lot of empathy for Mr and Mrs C's circumstances, and the worrying time they've been through. I know they'll be very disappointed but for the reasons explained below, I don't intend to uphold their complaint.

- The policy does provide cover for cancellation if Mr and / or Mrs C fall ill and can't travel. However, there are health exclusions which reflect that there's no cover for any claim arising directly or indirectly from named circumstances. That includes claims arising directly or indirectly from "any symptoms that you were aware of prior to booking a trip for which you have sought, but not yet received, a diagnosis".

- It isn't disputed that a couple of weeks before booking and paying a deposit for the holiday, Mr C attended a GP appointment and was referred for a colonoscopy. The GP's referral letter lists the reasons for the referral as "bowel habit change, dark blood in stool". There's reference to increasing fatigue, occasional light headiness, general lower abdominal pain, change in stool colour (pale to white with some dark blood mixed in) and some weight loss.

- The colonoscopy was carried out after Mr and Mrs C booked their holiday and paid their deposit.

- The colonoscopy revealed benign polyps and Mr C was referred for a CT scan on his chest, abdomen and pelvis. A mass in the tail of Mr C's pancreas was discovered and after further investigations, he was unfortunately found to have pancreatic cancer for which he required urgent treatment, and the holiday was cancelled.

- The NHS website and a leading cancer charity's website reflect common symptoms of pancreatic cancer as abdominal pain, weight loss and bowel changes (including pale-coloured stools). These were symptoms described by Mr C's GP in the original referral following his appointment in mid-October 2023, and before the holiday was booked. And it was the symptoms he was describing then which ultimately led to the colonoscopy and further investigations which led to pancreatic cancer being discovered. So, I'm satisfied that the holiday was cancelled directly or indirectly from symptoms Mr C was aware of before booking the trip but hadn't received a diagnosis.

I've taken into account all points made by Mr and Mrs C including what they say about only having paid a small deposit and that they'd only paid the balance after the colonoscopy didn't reveal any signs of cancer. However, Mr C did have symptoms which were being investigated and he hadn't received a diagnosis at the time of booking the trip.

I've also taken into account the GP's letter dated February 2024 which says that at time of being referred for a colonoscopy Mr C's condition wasn't highly suspicious for cancer at the time and his main symptom was change in colour stool. However, I'm satisfied that there were a number of other symptoms as reflected in original referral and there hadn't been a diagnosis for these symptoms at the time the holiday was booked. And although this letter also says that Mr C hadn't experienced significant weight loss at that point, the referral letter says otherwise and later medical letters after the CT scan say that they think they'd discovered the reason for Mr C's weight loss.

Mr and Mrs C say that Aviva accepted a different claim for another cancelled holiday under the policy arising out of the same medical condition. There could be a number of reasons for this. However, ultimately, I don't think that matters. I'm satisfied for the reasons above that Aviva has acted fairly by declining the claim which is the subject of this complaint.

…………………………..

I invited both parties to provide any information in response to my provisional decision.

Mr and Mrs C replied.

In summary, they referred me to the chronology of events and said the exclusion referred to in my provisional decision can be read as referring to illness that:

- is known about
- ultimately results in cancellation of the holiday.

Mr and Mrs C say they didn't know about cancer when the holiday was booked or when they paid the full cost of the holiday.

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'm not persuaded that there's any compelling new evidence for me to change my provisional decision.

In its final response to Mr and Mrs C's complaint, Aviva explains what Mr C needed to do under the terms of the policy if he had medical condition, he wanted covered. It refers to the exclusion I've referenced in my provisional decision together with other policy terms and conditions.
I don't agree that this exclusion only applies to symptoms Mr or Mrs C knew about prior to taking out the policy. I'm satisfied that it applies to symptoms they were aware of prior to booking a trip and this extends to holidays booked during the lifetime of the policy.

Whilst Mr C hadn't been given a cancer diagnosis at the time of booking the holiday (and there might not have been any suggestion at the time that cancer was suspected), I remain satisfied that the holiday was subsequently cancelled directly or indirectly from symptoms he was aware of before booking his trip but hadn't received a diagnosis.

So, for these reasons, and for reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I don't uphold this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 18 April 2025.

David Curtis-Johnson
Ombudsman