

The complaint

Mr F has complained about how medical conditions have been dealt with under a Barclays Bank UK PLC ("Barclays") Travel Pack.

What happened

In December 2023, Mr F was diagnosed with a heart condition. He subsequently received treatment for his condition, and he was deemed by his doctors to no longer have the condition. He says his consultant said he was not at greater risk of suffering from the same condition than someone who'd not had it before.

However, when Mr F declared his conditions to the travel insurer, it treated his condition as being a pre-existing medical condition. The insurer also didn't agree to cover another heart condition that had previously been covered since 2017.

Unhappy with how matters had been handled, Mr F complained to Barclays. Barclays issued responses to the complaint on 11 March 2024, 3 June 2024 and 23 October 2024 not upholding the complaint.

After Mr F referred his complaint to this service, one of our investigators assessed the complaint and they didn't uphold the complaint either. As Mr F disagreed with the investigator's assessment, the matter was referred for an ombudsman's 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.

We've explained our approach to complaints about packaged accounts on our website and I've used that to help me decide this complaint. And having considered everything, I don't uphold this complaint. I will explain why.

Firstly, I think it may help to explain this complaint is against Barclays, so I can only consider whether Barclays has acted fairly and reasonably - for what it is responsible for. Barclays, as the seller of the Travel Pack, is required to ensure the important information about the Pack is provided to Mr F and that Mr F pays the monthly fee for the Pack. But the decision of whether to cover a medical condition; deciding whether something is deemed to be a pre-existing medical condition; and deciding how much of a risk that policyholder's medical history may pose, is a matter for the travel insurer to decide, not Barclays.

I appreciate that Mr F is unhappy with how the insurer has treated his conditions. But I can't say Barclays has acted unfairly or unreasonably, if the travel insurer deems a condition to be a pre-existing medical condition when Mr F doesn't think it is one, or it chooses not to cover a condition it had previously been willing to cover. If it's the case that Mr F remains unhappy about the insurer's decisions regarding the cover for his medical conditions, that will need to be looked into as a separate complaint against the insurer.

In addition to his concerns about how his medical conditions were handled by the insurer, Mr F says that – even though he didn't travel in that time - he continued to pay for a Travel Pack since 2019. I understand he did that because the insurer had agreed to cover a different medical condition, and so he was willing to keep paying for cover until a time when he could resume travelling. But Mr F would now like the Pack fees he paid since 2019 refunded to him, because the insurer has, since he called the screening line, said it is no longer prepared to cover that condition. So Mr F feels like he's paid the Pack fees in all those years for no reason.

In the circumstances, I can understand why Mr F would like those fee's back. But I could only say Barclays should do that if I can see that *Barclays* has done something wrong or acted unfairly or unreasonably *and* those apparent shortcomings had caused Mr F to incur a financial loss. But from everything I have seen, I can't say that Barclays has done anything wrong or acted unfairly in this matter. Barclays has provided evidence that it sent the annual eligibility statements to Mr F – which reminded Mr F of the need to contact the travel insurer about pre-existing medical conditions and in what circumstances he would need to do that. It has also provided copies of the notifications it sent Mr F when changes were made to the Pack. So, from everything I have seen, Barclays did what it was required to do.

Ultimately it was up to Mr F to decide whether to keep paying for the pack for the cover it provided - even though he wasn't travelling. I can't reasonably hold Barclays responsible because Mr F decided to keep paying for the Travel Pack when he didn't need it. And importantly, Mr F was not locked in to paying for the pack for a set amount of time. He could've cancelled it at any time during that period (including at any point during the Covid restrictions) if he felt it wasn't worth paying the monthly fee for the Pack. So I don't think there are any reasonable grounds here (despite what the travel insurer may've said to Mr F) to say that Barclays should pay Mr F the Pack fees he'd paid since 2019.

Another reason why Mr F is dissatisfied with Barclays is because he says he chose to keep the pack because Barclays wrote to him in December 2023 and explained that if he cancelled the Travel Pack and he reapplies for travel insurance in the future, it's possible that his pre-existing conditions may not be covered, or it may cost more to cover them. But I can't see why Barclays saying this means he should therefore receive a refund of the Pack fees since 2019. What Barclays said was correct. Whenever an insurer agrees to cover a particular medical condition - especially ones that are potentially serious as the ones Mr F had - there is a risk that another insurer, or even the same insurer (following a change in either the medical conditions or a change to the terms and conditions of the policy) could decide to not to cover the conditions or agree to cover them for a premium. In my view, it was reasonable for Barclays to say this, as it was simply pointing out a potential risk that could arise if Mr F decided to cancel his Travel Pack. By saying this, Barclays was ensuring Mr F could make an informed decision and weigh up his options when deciding whether to keep the Pack or not. So again, I don't think this point means that Barclays should refund any of the Pack fees Mr F paid from 2019.

To resolve this complaint, Mr F has asked that Barclays reinstate the Pack that he'd cancelled and provide the same level of cover that it offered before he declared his medical condition that was diagnosed in December 2023. But again, I can't reasonably require Barclays to do this. I can see in Barclays' letter sent in December 2023 it said:

"Cancelling your pack if you have pre-existing medical conditions

We've changed the way we cover pre-existing medical conditions on new packs. If you cancel your pack and open a new one in the future, you'll need to complete a new online medical screening for all conditions.

This could mean you pay more, and we may no longer be able to cover specific conditions currently included in your pack.

Before removing your pack, make sure you're aware of any cover you might lose when you cancel. Once you cancel, you won't be able to reinstate any existing discounts or interest-free overdraft facilities that you currently get with your pack. Your discount will no longer apply to new packs."

So from the above, I'm satisfied that it was made clear to Mr F that if he cancelled his Travel Pack it can't be reinstated on the same terms and that any discount he may've received will no longer be available on new Packs. Therefore, Mr F had been given clear information by Barclays about the consequences of cancelling his Travel Pack, before he decided to cancel it. So I don't think it's reasonable to say that Barclays should reinstate the Pack, because Mr F was unhappy with how the insurer chose to handle his medical conditions, as that was something that was essentially beyond Barclays' control.

Finally, I note that Mr F is unhappy with how his complaint has been handled. However, I can see that Barclays has issued three full responses to his complaints, although it seems he may not have received every response. It also looks like Mr F had directed some concerns to Barclays that were actually for the travel insurer to address. But overall, I can't see that Barclays has acted unfairly or unreasonably regarding the subject matter of the complaint. I therefore don't think any redress is warranted here.

My final decision

Because of the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 10 July 2025.

Thomas White **Ombudsman**