DRN-5652121

The complaint

Mr H has complained that U K Insurance Limited (UKI) declined a claim he made on a travel insurance policy.

What happened

Mr H was due to go on a trip with his wife beginning on 14 July 2024. However, he was unwell on that day and felt unable to travel. His wife continued with the trip on her own and Mr H subsequently made a claim on the policy for his cancellation costs.

UKI declined the claim on the basis that the circumstances are not covered under the policy terms.

In response to the complaint, UKI maintained its stance in relation to the claim declination. However, it paid Mr H £100 compensation for identified delays in the process.

Our investigator thought that UKI had acted reasonably in declining the claim. Mr H disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on UKI by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for UKI to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, it's clear that cancellation due to illness is covered in some circumstances. However, there is the requirement for certain evidential standards to be met.

The terms state:

'Claiming for cancellation

To claim for the costs of cancelling your trip, you must provide these documents at your own cost:

• *Relevant medical certificates from a doctor if you cancelled your trip due to death, injury, illness or quarantine.'*

And:

'Conditions for making a claim

• You must tell us about any claim you intend to make as soon as possible after the incident. Any increase in costs caused by your delay in telling us will not be covered by this policy.

• We can refuse to pay any claim where you have not provided adequate receipts, bills or evidence to support your claim.'

In cases of cancellation due to ill health, it is reasonable for UKI to require evidence that a policyholder was medically unfit to travel, and this requirement is set out in the policy terms as shown above.

In this case, Mr H was experiencing nausea on 14 July 2024. He says he couldn't visit the GP due to it being a Sunday. However, based on the available evidence, he didn't take steps to contact the GP on the Monday or even shortly after that. Had he done so, it's more likely that the GP would have been able to complete the medical form. In the event, the GP has declined to fill in the form on the basis that, as Mr H wasn't seen at the relevant time, he isn't in a position to state that Mr H was unfit to travel. The GP later wrote a letter that was broadly supportive of Mr H's position. However, on balance, I consider it was reasonable for UKI to conclude that this was insufficient evidence to agree the cancellation claim.

Given that the onset of Mr H's illness was at the weekend, I appreciate how this might cause practical difficulties in speaking to a GP. I would therefore expect UKI to take this into account, together with any other available evidence. However, as already mentioned, he made no attempt to see or speak to the GP or any other medical professional (such as by calling NHS 111), close to the departure point, to discuss his health or seek verification that his condition made him unfit to travel. The first clinician he saw was the practice nurse on 5 August 2024. So, although he says he was too unwell to undertake the trip, there is no independent evidence of that being the case.

Mr H has offered to provide a sworn affidavit that he was unwell and thinks that UKI should accept that as taking precedence over a doctor's comments. Whilst an affidavit would confirm that he is telling the truth as he sees it, it would be based on his own self-assessment that he was unfit to travel. Whereas the standard required to meet the policy terms is certification from a doctor.

I do have sympathy with Mr H's situation. He felt unwell and unable to travel. However, the matter at hand is whether the circumstances of him cancelling the trip are covered under the policy terms – and, unfortunately, they are not.

Overall, I'm satisfied that it was reasonable for UKI to decline the claim on the basis of there being no evidence that Mr H was medically unfit to travel.

My final decision

For the reasons set out above, I do not uphold the complaint.

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

Carole Clark
Ombudsman