

### **The complaint**

Miss A and Mr M complain Hamilton Insurance Designated Activity Company (Hamilton) has declined the claim they made under their travel insurance policy.

This complaint has been brought by both Miss A and Mr M, but as Mr M has been leading in this complaint, and for ease, I've referred to him throughout.

### **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr M held an annual multi-trip travel insurance policy which was provided by Hamilton. He and Miss A had a trip scheduled for January 2025 but in October 2024 Miss A fell pregnant. Following discussion with their healthcare provider, they cancelled their trip due to the risk of Zika Virus at one of the destinations they were planning to travel to. Mr M submitted a claim under his travel insurance policy.

Hamilton reviewed Mr M's claim but declined it. It said the reason the trip was cancelled wasn't for a complication of pregnancy defined in the terms of the policy. Mr M didn't think this was reasonable and so raised a complaint.

On 5 March 2025 Hamilton issued Mr M with a final response to his complaint. It said the policy only provides cover if the insured is deemed unfit to travel due to one of the complications of pregnancy listed in the policy and so Mr M's claim wasn't covered. Mr M referred his complaint to this Service.

Our Investigator looked into things. He said he didn't think it was unreasonable for Hamilton to decline Mr M's claim for the reasons it had done.

Mr M didn't agree with our investigator. He provided a number of previous decisions issued by this Service which he said had similar circumstances to his own which had been upheld. He also didn't think it was reasonable for his policy not to provide cover if he cancelled his trip, but also not provide cover for his trip as Miss A would be travelling against medical advice.

As an agreement couldn't be reached, the complaint has been passed to me to decide.

### **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 want to acknowledge I've summarised Mr M's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no courtesy by this, but it simply reflects the informal nature of this Service. I assure Mr M and Hamilton I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Hamilton shouldn't unreasonably reject a claim.

Hamilton has declined Mr M's claim by relying on an exclusion under the cancellation section of Mr M's policy. The exclusion states:

***'What is not covered'***

*7. Cancellation caused by pregnancy or childbirth unless the cancellation is certified by a Doctor as necessary due to Complications of Pregnancy and Childbirth.'*

'Complications of Pregnancy and Childbirth' is defined in the policy and lists a number of pregnancy related conditions and complications.

Mr M's trip wasn't cancelled due to any of the complications of pregnancy listed in the terms of the policy. The policy terms are clear that cancellation caused by pregnancy is only covered if it is due to a complication of pregnancy listed in the terms of the policy. So, strictly by the terms of Mr M's policy, there is no cover under the policy for his circumstances.

Mr M has said he thinks it's unfair for the cancellation of his trip to not be covered when he wouldn't be insured if he decided to travel given Miss A would be travelling against medical advice. So, I've thought about whether I think it would be fair and reasonable to both parties to require Hamilton to depart from a strict interpretation of the policy terms.

Having done so, I don't think it would be fair to require Hamilton pay Mr M's claim and I'll explain why.

I can see from the medical evidence Mr M provided to Hamilton, that they were advised, as per the Royal College of Obstetricians & Gynaecologists (RCOG) guidance, that in countries with high risk of Zika infection, all pregnant women are advised against travel unless absolutely necessary.

However, I've not seen evidence this is what the RCOG guidance states. The most recent guidance, which was updated in 2019, is that unless there is a current outbreak of Zika Virus, pregnant woman should consider postponing non-essential travel until after the pregnancy. This is advice which is echoed by the National Health Network and Centre, who the Foreign, Commonwealth and Development Office direct travellers to in relation to health risks in the country Mr M was intending to travel to.

So, I don't think the guidance to 'consider' postponing travel is the same as being advised against travel unless necessary. And given Miss A's healthcare provider specifically referenced the RCOG guidance, had she decided to travel, I don't think it could be reasonably concluded that she had travelled against medical advice. And, in any event I'm not persuaded Hamilton would have refused cover on the basis of Miss A travelling against medical advice in these specific circumstances.

I think Hamilton has been very clear within the terms of its policy that it doesn't provide cover for any cancellation due to pregnancy, except in very specific circumstances. So, taking into consideration the clarity of the policy terms, along with the specific medical advice Miss A was provided, I don't think requiring Hamilton to pay the claim would be fair and reasonable.

Mr M has provided a number of previous decisions issued by this Service which he says have similar circumstances to his own and which have been upheld. Whilst I acknowledge this may be the case, each complaint brought to this Service is considered on its own individual merits. And I've carefully considered the individual circumstances of Mr M's

complaint when reaching my decision.

I know this will be disappointing for Mr M, but for the reasons I've explained, I think Hamilton has acted reasonably when it declined his claim.

### **My final decision**

For the reasons I've outlined above I don't uphold Miss A and Mr M's complaint about Hamilton Insurance Designated Activity Company.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mr M to accept or reject my decision before 23 December 2025.

Andrew Clarke  
**Ombudsman**