

The complaint

Mrs M has complained that Accelerant Insurance UK Limited ('Accelerant') declined her claim.

What happened

Mr and Mrs M booked a holiday on 1 March 2025 and bought travel insurance, underwritten by Accelerant on 22 April 2025.

All reference to Accelerant includes any agents acting on its behalf.

Before they were due to depart, Mrs M attended a check up as she was pregnant and her midwife and consultant advised her not to fly. So she cancelled the trip and made a claim.

Accelerant declined the claim.

Mrs M complained and said she had cancelled her trip due to an unexpected complication of pregnancy and this was covered under the cancellation section. Unhappy with Accelerant's response, Mrs M referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think the medical evidence provided was sufficient to show that the holiday had to be cancelled due to unexpected complications of pregnancy and didn't uphold the complaint.

Mrs M asked for an Ombudsman's decision and so the case has 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.

Having done so, I don't think this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

The background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.

The starting point is the policy terms and conditions which make up the contract of insurance between Mr and Mrs M and Accelerant.

The policy terms provide a list of covered reasons for cancelling trips including the following:

"9. You, or the person you were planning to travel with, fall pregnant after you booked your trip or bought this insurance and will not meet your transport operators' condition of carriage. 10. You, or the person you were planning to travel with, fall pregnant after you booked your trip or bought this insurance and will be more than 28

weeks pregnant during your trip...11. A doctor or midwife who is not related to you advises that you, or the person you were planning to travel with, are not fit to travel because of unexpected complications of pregnancy or childbirth. By unexpected we mean that you had no reason to think this would happen when you booked your trip or bought this insurance."

As Mrs M booked her trip after she fell pregnant, reasons 9 and 10 do not apply. Mrs M believes reason 11 does apply. So I have reviewed the available medical evidence which shows a letter from a midwife dated 15 May 2025. This says: *"I am writing to confirm that (Mrs M) is currently unfit to fly due to recent complications in her pregnancy...Dr...consulted with her on 14.05.2025 and required her to stay close to...for the remainder of her pregnancy to ensure the safety of her child."*

A further letter dated 11 June 2025 was provided by an Obstetric Consultant which said: *"...is currently 32 weeks pregnant. At the time of planned travel (17th May 2025), Mrs...was 29 weeks pregnant. After assessing her medical condition and considering the potential risks associated with travel during this stage of pregnancy, on the 14th May 2025 our department advised against her planned trip...This recommendation was made to ensure the health and well-being of both the patient and her unborn child."*

Having considered the terms and the medical evidence provided, I am not satisfied that the medical evidence shows that Mrs M had to cancel her holiday due to an unexpected complication of pregnancy. Rather, the evidence from the consultant suggests the reason for cancellation was advised due to the stage of her pregnancy. The consultant doesn't confirm what the midwife said in May, and the midwife's letter doesn't provide any details of what the complications were and whether they were unexpected.

I am really sorry to disappoint Mr and Mrs M but I don't think Accelerant unfairly declined their claim.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 10 April 2026.

Shamaila Hussain
Ombudsman