

complaint

Mrs J complains about UK Insurance Limited's (UKI) decision not to pay her travel insurance claim after she cancelled her holiday.

background

Mrs J had a travel insurance policy through her bank account. In November 2014 she and her husband booked a skiing holiday for the following January. A few days later Mrs J discovered she was pregnant and cancelled the holiday on medical advice. She made a claim to UKI for the cost of the holiday.

UKI didn't pay the claim because it thought that Mrs J had 'chosen' not to take the holiday. It didn't agree Mrs J had been given medical advice not to travel. UKI thought the advice was about not skiing in the early stages of pregnancy rather than Mrs J being too unwell to travel.

Mrs J's GP completed a medical form and ticked a box confirming that her condition was 'sufficiently severe' to justify cancelling the trip, adding "can't ski in early pregnancy". The GP then wrote in the box relating to pregnancy that the trip couldn't be concluded due to 'risk of miscarriage'.

UKI wrote to Mrs J's GP asking for more information about travelling and the risk of miscarriage. He replied that skiing was considered a 'high risk activity'. UKI said this meant Mrs J was fit to travel and so the cancellation of her holiday wasn't covered by the policy. But it offered a goodwill payment of £50 to Mrs J to reflect the delay in dealing with her claim. Mrs J complained to us.

I made a provisional decision setting out my initial thoughts along the following lines. Mrs J's travel insurance policy covered holiday cancellation in certain circumstances. One of these was where she had to cancel because of a medical condition or illness that meant she wasn't able to travel. And if she'd been diagnosed with a medical condition or illness she wouldn't be covered if she travelled against a doctor's advice. So the issue I needed to decide was whether UKI had rejected her claim fairly.

I didn't think Mrs J's pregnancy was either an illness or a medical condition. And although her GP advised her against skiing I thought that was because of the potential risks posed by the activity of skiing when pregnant, and not because of a medical condition or illness.

Mrs J's midwife had said that Mrs J felt "extremely unwell in this particular trimester". From what was described I thought this was more likely than not caused by morning sickness. I hadn't seen anything that suggested Mrs J was suffering with any complications with her pregnancy. Morning sickness is a natural consequence of pregnancy and at the time Mrs J cancelled her holiday there was no evidence that this would have affected her ability to travel.

So from what I'd seen I didn't think the policy covered Mrs J's cancellation as it wasn't because of an inability to travel due to illness or a medical condition. I thought UKI had fairly decided not to pay Mrs J's claim.

Neither UKI nor Mrs J made any comment on my provisional decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Neither party has given me any new evidence or information that's changed my initial thoughts. I was sorry to hear that baby has been unwell and wish the family well for the future. For the reasons I set out in the provisional decision, and summarised above, I don't think the policy covered Mrs J when she cancelled her ski trip.

my final decision

I'm not upholding Mrs J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 15 February 2016.

Jocelyn Griffith
ombudsman