

## **complaint**

Mr and Mrs K complain that Aviva Insurance Limited has turned down their cancellation claim under their travel insurance policy.

## **background**

Mr and Mrs K are in their late 70s. They have travel insurance with Aviva through their bank account. In 2013 they told Aviva about Mr K's medical conditions, which included angina. It agreed to cover him for the underlying medical condition of 'ischaemic heart disease/coronary angioplasty'.

On 29 October 2015 Mr and Mrs K booked a religious trip overseas for February 2016. Mr K had heart bypass surgery in mid-December 2015. They'd been hoping he'd be well enough to travel. But the eventual advice from the consultant was that he shouldn't risk the journey. So in January 2016 they cancelled the holiday. They made a claim to Aviva for the cancellation cost.

Aviva turned down the claim. It had received medical information from Mr K's doctor. It saw that in early October 2015 Mr K had experienced chest pain and shortness of breath, and he'd been admitted to hospital on both occasions. On 15 October 2015 he'd had an angiogram and had been referred to a hospital for bypass surgery.

Aviva said when it agreed to cover Mr K it had made it clear they must let it know about any change in his medical condition. If they had called, it would then have asked them more questions about Mr K's condition. It had since asked them those questions. And based on the answers, it carried out an assessment (a medical 'screening'), which showed it wouldn't have insured them as Mr K had had an angiogram and had been referred to a hospital. So it wouldn't pay the cancellation claim.

Mr and Mrs K said he'd had angina attacks as well as ongoing routine tests for this condition, and they didn't think the October 2015 test was any different from his earlier tests. They thought Aviva had covered angina so they didn't think they needed to call again. They had no idea that the October 2015 angiogram would lead to Mr K needing bypass surgery, or they'd have never have booked the trip. They came to us.

## **our adjudicator's opinion**

Our adjudicator recommended Aviva pay the cancellation claim. She accepted Mr and Mrs K had reasonably believed Mr K's chest pain was his angina, which they'd already declared to Aviva. Our adjudicator didn't think in these circumstances they'd think the angiogram was a significant change that they should tell Aviva about.

## **Aviva's response to our adjudicator's opinion**

Aviva strongly disagreed with the adjudicator's opinion. It said, in summary:

It had agreed to cover Mr K for certain medical conditions. In August 2013 it had issued a medical endorsement extending the policy to cover Mr K's medical conditions as follows:

- he was a diabetic who'd suffered angina due to narrowing or blockages of his arteries (ischaemic heart disease)

- he'd had a coronary angioplasty and stenting
- he'd not suffered from any recurrence of angina after the angioplasty and stenting procedure.

Aviva says it was on this basis that Mr K's medical history of ischaemic heart disease/coronary angioplasty was accepted. The medical endorsement it sent Mr and Mrs K required them to contact it if there was any change in status or control of a declared medical condition, or they were referred to a consultant/specialist or admitted to hospital. If they didn't contact it then cover may be affected in the event of a claim.

Aviva's policy also included a 'medical warranty' that they should contact Aviva, before booking a trip, if they'd received advice, medication or treatment for any serious illness within the last 12 months or were under investigation or awaiting results for any diagnosed medical condition.

Aviva went on to say:

- The medical reports show that Mr K had ongoing chest pain and accompanying shortness of breath. He'd been reviewed in March 2015 and been advised to have an angiogram, but didn't attend the appointment in May 2015. On 29 September 2015 he saw the cardiologist and was put on a list for another angiogram.
- Mr K's doctor said he'd twice been admitted to hospital for emergency care for the recurrence of angina (on 5 and 9 October 2015). On the second admission he was diagnosed as having 'unstable angina'. On 15 October 2015 he'd had an angiogram which showed a significant deterioration/change in the status of his ischaemic heart disease. And for this he'd been referred to another hospital for consideration of a bypass graft surgery.
- An angiogram isn't a routine procedure, and wouldn't form part of a normal check-up. It's a planned and invasive procedure, involving the insertion of a catheter into an artery. It's only performed in a vascular theatre by specialist medical professionals.
- Aviva didn't expect Mr and Mrs K to foresee he'd need bypass surgery. But it did want them to tell it about changes to the status of an accepted condition. Had they done so it wouldn't have covered them.

### **my provisional decision**

I made a provisional decision explaining why I wasn't going to uphold this complaint. I said:

"It's not in dispute that Mr and Mrs K told Aviva about his medical conditions. They say that from time to time Mr K had angina attacks and those attacks, together with visits to his cardiologist, were routine. They thought his October 2015 angiogram was part of his routine monitoring for his angina, and not something they'd need to tell Aviva about.

I think Mr and Mrs K are entirely sincere, and genuinely thought they'd be fit to travel or they'd not have booked their trip when they did. But I think there'd been a significant change in Mr K's health that they should have told Aviva about before (or when) they booked their trip. I say this because Mr K's chest pain was severe enough for him to have two admissions to hospital in short succession – 5 and 9 October 2015. On the second admission he was diagnosed with 'unstable angina'. Because of the increase in angina frequency he needed the angiogram.

The 15 October 2015 angiogram was, I accept, an invasive procedure rather than being routine. After it was completed, Mr K was referred to another local hospital. His doctor has said this was because the angiogram showed three vessel coronary artery disease. He was referred to the hospital for surgical intervention into this disease (bypass surgery).

I accept Mr K might possibly not have known the full diagnosis himself, at the point he was referred to hospital. But he did know that he'd had chest pain and shortness of breath that had caused him to be hospitalised twice; that this had been investigated by an invasive procedure; and he'd been referred to another hospital. This all happened in the space of ten days. And the referral was just two weeks before they'd booked their holiday.

Aviva says Mr and Mrs K were asked, when they declared his medical conditions, whether he'd had any angina attacks since his heart procedure (coronary angioplasty and stenting). He'd answered no to that. Aviva wanted to know about changes to the status of an accepted condition. I think that's reasonable where there is a significant change in Mr K's health. And by October 2015 I think the change was significant enough for Mr K to tell Aviva about it.

If Mr and Mrs K had called Aviva, I accept it wouldn't have offered any travel insurance cover given the results of his angiogram: that he needed bypass surgery. And it was the bypass surgery which meant he couldn't travel. So I don't think I can fairly say Aviva must pay this claim.

Mr and Mrs K have explained they are pensioners and can't afford to lose the cost of their holiday. So I'm very sorry for the disappointment this decision will come to them."

### **responses to my provisional decision**

Aviva didn't have any further comments to add. Mr and Mrs K said Aviva knew about his condition of angina, but the heart bypass surgery was unforeseen (and no-one knows the future).

### **my findings**

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

I've thought about Mr and Mrs K's comments. I'm sorry to disappoint them once more, but I'm not upholding this complaint for the reasons I'll summarise here and as set out more fully in my provisional decision.

Even if Mr and Mrs K didn't know the full diagnosis following his 15 October 2015 angiogram, I think Mr K knew enough to realise there'd been a significant change in his health. He'd been admitted to hospital with chest pain and shortness of breath twice in quick succession, he'd needed an angiogram and then been referred to another hospital within the space of 10 days. This was shortly before they booked their holiday. If Mr K had called Aviva I accept it wouldn't have covered him. So I don't think I can fairly make Aviva pay the cancellation claim.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs K to accept or reject my decision before 7 November 2016.

Amanda Maycock  
**ombudsman**