

complaint

Mr P complains that Union Reiseversicherung AG should pay his claim on his travel insurance.

background

The facts involve Mr P, his wife Mrs P, Mr and Mrs P's son and Mrs P's late mother Ms G. Ms G became so ill that Mr P and his son cut short their holiday. Ms G sadly died a few days later. Mr P complained that URV wouldn't help him.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. She thought that it would be reasonable for URV to reject the claim if Ms G's GP confirmed her death was linked to an existing circulatory condition. But the investigator recommended that URV should reassess the claim if Ms G's GP denied that her death was linked to an existing circulatory condition.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr P and to URV on 6 July 2017. I summarise my findings:

Mr P left it to the last minute before he bought travel insurance. From the policy documents, it was 15 August when Mr P bought a single-trip policy for him and his son's holiday for two weeks from 15 August.

The insurer had shown that Ms G's pre-existing medical conditions caused her sudden deterioration – and the curtailment of Mr P's holiday. So the insurer had done enough to show that the exclusion of pre-existing illness applies to this claim.

I wasn't minded to say that URV treated Mr P (or his son) unfairly by turning down his claim.

Subject to any further information from Mr P or from URV, my provisional decision was that I wasn't minded to uphold this complaint. I intended to make no order against Union Reiseversicherung AG.

Mr P disagrees with the provisional decision. He says, in summary, that he paid for a policy in May 2016 to cover him and Mrs P. It was amended in August 2016 to cover Mr P and their son. He has provided new evidence of a payment in May 2016 and a part refund in August 2016. At that stage, Ms G needed Mrs P (her only child) with her as she was distressed that she might have to have her foot removed, Mr P says. URV hasn't responded to the 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.

From what her GP surgery has said, Ms G had had peripheral vascular disease (PVD) since about 2014.

From what Mr P says, she had had an operation on a foot in 2015 and the wound hadn't healed well.

From the booking documents, I think it was about mid-January 2016 when Mrs P booked the holiday for the last two weeks in August that year. It was for her and her husband Mr P. I haven't seen any evidence that either of them bought insurance at that time.

In response to the provisional decision, Mr P has sent two one-line extracts from a bank statement. One of them shows a payment of £27.08 to an insurance brand name. Mr P hasn't provided any policy documents from May 2016. But the brand name matches the later policy documents. So on balance I accept that the May 2016 policy covered Mr and Mrs P and was underwritten by URV.

The medical notes for Ms G show that she had abdominal pain in July 2016– and that Mrs P was aware of that.

From the booking documents, I think that it was about 11 August 2016 when Mr or Mrs P paid about £36 to change the booking so that their son could take her place on the holiday with Mr P.

The other one-line extract from a bank statement shows a refund of £8.37 from the same insurance brand name on 15 August.

I'd already seen a policy schedule (attached to Mr P's later claim form). From that schedule, I think it was 15 August when Mr P bought a single-trip policy for him and his son's holiday for two weeks from 15 August. The cost was £18.71.

From the arithmetic, I accept that Mr P received a refund when he took his wife off cover and put his son on. But that doesn't show that Mr P was amending the earlier policy. From the August policy schedule, I find it more likely that he'd cancelled the earlier policy.

URV was the insurer responsible for dealing with claims. So where I refer to URV I include others for whose actions I hold it responsible, including its claims handlers.

Like most such policies, Mr P's policy provided for the insurer to make payment in the event that he or his son had to cut short (curtail) their holiday for various reasons including the injury, illness or death of a close relative at home.

I think this means that illness may be covered if it's serious enough to make it necessary to cut short the holiday – but not necessarily a life-threatening or terminal illness.

Like most policies, Mr P's didn't cover curtailment due to illness which a close relative at home already had at the date of the policy.

And when considering a fair outcome we need to see whether a consumer could reasonably have foreseen that he might have to cut short his travel plans due to a close relative's ill health.

On 15 August Ms G was already in hospital. Mr P has told us the following:

“When my son and I began our holiday my mother in law was in [a hospital near their home] this was 15th august then on Friday 19th she was transferred to [another hospital] vascular ward where her op had been carried out for her foot because it would not heal. As far as we knew at this time the circulation problem she had was confined only to her one foot. The dopplers test she had proved that the pulses in the rest of her body were strong. When she was on the ward at [the second hospital] it was suggested that she may need to have her foot off which caused distress to both her and my wife. But then she seemed to get better and her discharge was being arranged but unfortunately it was almost like the rise before the fall as while it was being arranged she became ill again and this time it was too much for her. And that is when my son and I returned home.”

(I've taken out the hospital names so that they can't be used to identify Mr P and his family.)

From what Mr P has said, Ms G was in hospital and had a circulation problem by 15 August 2016.

So I think he could reasonably have foreseen that he might have to cut short his travel plans due to Ms G's ill health.

Mr P and his son wanted to return home because of her illness less than a week later.

URV hasn't denied Mr P's statement that he contacted it about coming home early. So on balance I accept that he did. But I don't find it likely that URV went beyond saying that it would later consider his written claim and supporting documents.

My provisional decision said that, subject to seeing some documents showing their journey home, I was minded to accept Mr P's statement that he and his son came back on 21 August. But Mr P hasn't provided any such documents. So I'm not persuaded that he and his son travelled home that day.

Mr P says that no-one knew Ms G had life-threatening septicaemia from a bowel problem until the very day that she sadly passed away.

But Mr P knew Ms G was in hospital with a circulation problem when - on 15 August - he bought a policy excluding curtailment due to the pre-existing illness of a close relative at home.

I keep in mind that Mrs P had changed her plans on about 11 August.

My provisional decision said that Mr P hadn't yet provided enough written medical evidence (from the hospital) to show what medical changes happened to Ms G in the few days after 15 August. He hasn't provided anything further in response.

I find that the insurer has shown that Ms G's pre-existing medical conditions caused her sudden deterioration - and the curtailment of Mr P's holiday. I find that the insurer has done enough to show that the exclusion of pre-existing illness applies to this claim.

And I've found that - when he bought the policy - Mr P could reasonably have foreseen that he might have to cut short his travel plans due to Ms G's ill health.

Therefore I don't think that URV treated Mr P (or his son) unfairly by turning down his claim.

I don't find it fair and reasonable to order URV to meet Mr P's claim or to do anything further in response to his complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Union Reiseversicherung AG.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 September 2017.

Christopher Gilbert
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