

complaint

Mrs B is unhappy that her travel insurance claim was declined by Europäische Reiseversicherung AG (ERV).

background

Mrs B was due to travel abroad with a friend in November 2018. Shortly before, in October 2018, Mrs B's friend received information that his son had a terminal illness and only had a few weeks to live. The doctor advised Mrs B's friend to cancel his holiday. In December 2018 Mrs B's friend's son sadly passed away.

Mrs B and her friend both cancelled their holiday and Mrs B made a claim on her travel insurance policy ERV declined Mrs B's claim as her reason for not travelling wasn't covered by her insurance policy.

Our investigator didn't uphold Mrs B's complaint. She thought ERV had declined Mrs B's claim in line with their terms and conditions.

Mrs B disagreed and so her complaint was passed to me for a final 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.

Having done so, I've decided not to uphold the complaint. I know this isn't the outcome Mrs B was hoping for. I'll explain my reasons in more detail below.

Firstly I would like to say that I really sympathise with Mrs B's situation. Of course her travelling partner cancelled the holiday when he received the sad news about his son. And I understand why Mrs B didn't want to travel on her own in these circumstances. I think most people would have done exactly the same.

However, insurance policies don't cover every eventuality. Insurers are entitled to decide which risks they want to cover. I've looked at Mrs B's policy to see whether ERV applied their terms and conditions correctly and reasonably in her case.

The section which applies to Mrs B's claim is Section 1 of her policy which deals with the cancellation of holidays. It explains that ERV will pay for travel and accommodation costs which aren't used if you are forced to cancel your trip for reasons that are beyond your control and which fall under the reasons stated in the policy. The section then gives six cancellation reasons that are covered.

The reason in the policy that comes closest to Mrs B's circumstances is:

- a) **you, a close relative, travelling companion** or any person with whom you have arranged to stay during the trip suffers unforeseen illness, injury or, death.

The policy defines *close relative* as the following persons only:

- *the person that you live with, in a relationship for at least 6 months at the same address, whether married or cohabiting (as if husband and wife) regardless of gender;*
- *your children (including fostered or adopted children), grandchildren, parents, grandparents, brothers, sisters, parents-in-law, sons/daughters in-law and brothers/sisters-in-law.*

So according to the policy definition, Mrs B's friend's son wouldn't fall under the category of being a close relative to her.

Mrs B pointed to the definition for travelling companion which says:

Travelling companion – A person(s) with whom you have booked to travel on the same travel itinerary, and without whom your travel plans would be impossible.

Mrs B says she couldn't have travelled without her travelling companion, so she had no choice other than cancel the trip. But the issue isn't whether Mrs B's friend was her travelling companion or whether she could have travelled without him. As I said above I understand why she didn't go ahead with the holiday on her own.

The issue is that the policy covers unforeseen illness or death of the policy holder, a close relative or a travelling companion, but no one beyond that. So the terminal illness of Mrs B's friend's son unfortunately isn't a cancellation reason that is covered by the policy. So based on what I've seen I think ERV declined Mrs B's claim in line with their terms and conditions.

In her latest submissions to us Mrs B said her travelling companion had several medical conditions which were exacerbated by the stress of his son's imminent death. She says essentially he was too ill to fly abroad. However, this is different to what Mrs B has been telling the insurer in her claim form or what she told us when she referred her complaint to this service. Mrs B never mentioned that her travelling companion was too ill to travel.

So I think based on the information ERV was given by Mrs B the claim was declined correctly. But if Mrs B can provide ERV with contemporaneous medical evidence that her travelling companion was too ill to travel, I expect ERV to consider this new evidence and her claim again in line with their terms and conditions.

my final decision

I don't uphold Mrs B's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 16 February 2019.

Nina Walter
ombudsman