complaint

Mr and Mrs R say it was unfair for AXA Insurance UK Plc to decline a claim they made on their travel insurance policy for the curtailment (cutting short) of their holiday abroad.

background

Mrs R went to hospital for tests after she was struck on the head by luggage falling from an overhead rack on a train. She was discharged after a few hours and told to take it easy. After that, Mr and Mrs R stayed in their hotel complex for the rest of the holiday. Mr R says they'd been planning two trips but Mrs R wasn't well enough to do these and other activities. He says their enjoyment of the holiday was limited, so AXA should pay them for that.

Our adjudicator thought what had happened didn't meet the definition of 'curtailment' in the policy. The medical advice Mrs R got was to rest and avoid stressful situations. She wasn't told to stay in her room or hotel.

Mr and Mrs R disagreed with the adjudicator, so the complaint was passed to me for review.

my findings

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

All the tests carried out on Mrs R were clear. She was given general advice about what to do and was sent home four hours later. AXA got a translation of the hospital report. From that it's clear the hospital didn't expect Mrs R to have any serious problems from the injury. It said minor symptoms, such as mild headache, might occur. Mrs R was told to return to hospital if she had more worrying symptoms.

I don't think there's anything in the hospital report showing that Mrs R was told to stay in her accommodation. Mr R's said Mrs R didn't have to stay in her *room* for the rest of the holiday, but she was confined to the hotel complex. He thinks that's sufficient for a payment under the policy. I don't agree. The term about curtailment says a consumer must be confined to their accommodation "*due to compulsory quarantine*" or "*on the orders of a Medical Practitioner*". I think it's clear neither of those applies in this case.

I know Mr and Mrs R decided against taking any further day trips. The general discharge advice Mrs R was given advised against contact sports and stressful situations. However, it seems she didn't swim after the accident or take part in activities such as aerobics.

I think it was reasonable for AXA to say there was no medical advice that meant Mrs R couldn't go on day trips or do the other activities she'd normally have enjoyed. Mrs R didn't return to the hospital. It looks as though she and Mr R were able to continue with their holiday reasonably well, despite their decision to stay on site. The fact that Mr and Mrs R limited what they did doesn't mean AXA should pay for curtailment.

AXA agreed to refund the cost of taxis taken by Mr and Mrs R. It also paid them £15 because Mr R had to chase AXA for an update. I think that was reasonable.

At one point Mr and Mrs R wanted AXA to assist them in taking a claim against the train company. AXA thought the claim wasn't worth pursuing and explained that to Mr and Mrs R. I think AXA acted reasonably.

I don't think there's any basis for me to uphold Mr and Mrs R's complaint.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 8 February 2016.

Susan Ewins
ombudsman