

The complaint

Mr B has complained that UK Insurance Limited (UKI) declined a claim he made on the travel insurance policy he has linked to his bank account. He has also complained about poor claims and complaint handling.

What happened

In March 2023, Mr B was on holiday abroad when he became unwell with gastroenteritis from food poisoning. As a result of this, he decided to fly home a day early.

Upon his return to the UK, Mr B contacted UKI to make a claim for the costs involved in curtailing his holiday. However, UKI declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that UKI had acted reasonably in declining the claim, in line with the policy terms and conditions. And she thought that its handling of the claim and complaint had also been fair and reasonable.

Mr B disagrees with the investigator's opinion and so the complaint has been passed to me for a decision.

What I've decided – and why

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

Mr B has made lengthy and substantial representations in support of his complaint. These include emails dated 5 April 2024, 15 April 2024 and 19 April 2024, in response to our investigator's assessment, each setting out lists of grievances.

The Financial Ombudsman Service was established to be a quick and informal service. This doesn't mean we apply any less rigour or care in reaching our decisions. However, it does mean that we might not address each and every point in the way that Mr B might wish. So, whilst

I will not be referring to every issue Mr B has raised, I would like to assure him that I have read and considered everything that he has said.

In this case, I intent to stick to the crux of the matter at hand, which is whether UKI fairly and reasonably declined the claim, and whether there was any poor service. And even though I might not mention it directly, I am taking into account relevant law, regulation and guidance.

Some of Mr B's more recent correspondence talks about things that are not the subject of this complaint about UKI. For example, he has reiterated that the policy may have been mis-sold. However, UKI did not sell him the policy and I understand a separate complaint has been set up against his bank about this. He has also talked about things like interest charges, which also sound like they should be directed towards his bank. To be clear, this decision is only looking at the actions of UKI, as the underwriter of the policy, in respect of the handling of his insurance claim and subsequent complaint.

I've carefully considered the obligations placed on UKI by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for UKI to handle claims promptly and fairly, and to not unreasonably decline a claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, in relation to curtailment claims, it states:

'Cutting Short Your Trip (after your trip has started) This section provides cover if you need to cut short your trip. Please contact our emergency assistance service as soon as reasonably possible if you are outside your home area and you need to cut short your trip.

You're not covered for - We won't pay for:

2. Any claim for costs as a result of having to cut short your trip that were not agreed by our emergency assistance service before you returned home.

Claiming for cutting short your trip

To claim for the costs of cutting short your trip, you need to provide these documents at your own cost:

** Relevant medical certificates from a doctor if you cut short your trip due to death, injury, illness or quarantine.*

** Any other supporting documents that we reasonably ask for to support your claim.*

You need to contact our emergency assistance service as soon as possible once you become aware of the need to return to your home area.'

Whilst Mr B has commented that he finds the terms to be ambiguous, I'm satisfied that they are clear about what someone needs to do if they become unwell whilst on holiday and need to cut short their trip.

Mr B didn't call UKI's emergency assistance service and neither did he contact a doctor before making the decision to return home early.

It's not unreasonable for UKI to expect Mr B to take some steps to follow the requirements of the policy and to provide evidence in support of the claim.

Mr B says he was incapacitated by the illness and may not have been in the right state to contact the emergency assistance service or seek medical help. Clearly, when someone is severely ill, they might not be in a position to contact their insurer. But, in such circumstances, it is reasonable to expect them to do so at the earliest possible opportunity once they are able. I note that Mr B did have the capacity to arrange an alternative flight home. So, I might have expected him to also be in a position to contact UKI.

When Mr B first contacted UKI upon his return home, it asked him if he could get his GP to complete a medical certificate. This wasn't done but instead Mr B provided a letter from his GP which said:

'Mr B contacted us on 20/3/23 to request a note in view of being recently unwell on 09/3/23 with gastroenteritis. He states that his symptoms from 09/03/23 to the 12/03/23 caused him to finish his holiday earlier than planned.'

I don't think it was unreasonable for UKI to ask for something from a doctor. Essentially it was trying to give Mr B every opportunity to provide

some evidence to support his claim. However, as can be seen from the wording above, the note simply records what Mr B reported to the doctor – it doesn't draw any conclusions about whether or not it was medically necessary for him to return home early.

Mr B says, as his symptoms had subsided by that time, the GP was unable to state that. However, that doesn't negate the fact that he was unwell and considered his symptoms to be severe enough to warrant cutting short his trip. Whilst Mr B self-assessed his condition and concluded that going home would be the best option, that is not what is required under the policy terms. What is required is evidence from a medical professional that a curtailment of the trip was medically necessary. I consider that UKI has reasonably assessed the medical evidence provided to conclude that it lacks sufficient weight to be able to agree the claim.

Overall, based on the available information, I'm satisfied that it was reasonable for UKI to decline the curtailment claim on the basis that Mr B had not sought approval from its emergency assistance team to curtail his holiday and had also not provided sufficient evidence that it was medically necessary for him to cut his trip short.

I'll now look at UKI's handling of the claim and the subsequent complaint.

Mr B made his claim on 13 March 2023, at which time he was asked to provide evidence from his GP. This was provided by 22 March 2023, after which UKI made its position about the declination clear. Mr B then made his complaint on 29 March 2023, which was initially responded to on 3 April 2023. A final response was issued on 28 April 2023, giving referral rights to this service. However, Mr B chose to continue pursuing the complaint with UKI in further emails, which it responded to, in my opinion, promptly and fully. However, on 22 June 2023 UKI told Mr B that it wouldn't respond to any further emails. I consider this to be reasonable on the basis that an impasse had been reached and that it had already issued its final response a couple of months earlier.

Overall, from the information I've seen, I haven't found any poor service or unnecessary delays on the part of UKI.

I've thought very carefully about what Mr B has said. However, based on the available evidence, I'm unable to conclude that UKI has done anything wrong. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 June 2024.

Carole Clark
Ombudsman