

The complaint

Mr and Mrs R are unhappy with the way Astrenska Insurance Limited trading as Collinson Insurance handled their claim.

What happened

Mr and Mrs R planned a road trip across Europe for Mr R's birthday. They'd planned the trip, which took place in July 2022, and included a cruise before returning home. Sadly, when they arrived at the villa they'd booked in Spain, Mr R became unwell and suffered a heart attack. He spent six days in hospital before being allowed to travel home. Mr and Mrs R, understandably, decided to abandon the remainder of their planned trip and made a claim for the costs incurred.

Mr and Mrs R claimed for the medical expenses incurred for Mr R's treatment, accommodation, the cost of the cruise and the repatriation costs to the UK. They said Astrenska should cover all associated costs. Mr R said he suffers with anxiety and that Astrenska has caused his mental health to suffer with the claims process. He also said Astrenska hasn't taken reasonable steps to validate the villa costs – which are currently still outstanding. Mr R would like those costs reimbursed. He explained Astrenska has only refunded one weeks' worth of accommodation and so there's still one week outstanding.

The total villa cost for the additional week was £2,600. Mr and Mrs R would also like reimbursement for the cost of the carer that accompanied them on the repatriation to the UK.

Astrenska said it'd covered the majority of Mr and Mrs R's claim, however, it acknowledged the outstanding villa cost of one week and the cost of the carer accompanying them home hadn't been paid. It said the invoice for the villa costs wasn't enough information for it to validate the claim. It also said it had concerns about those costs because Mr R had given conflicting information about how the villa was paid for. Astrenska also said it wouldn't cover the cost of the carer because it didn't think the invoice was credible.

Our investigator agreed that Astrenska had considered the claim fairly. She said Astrenska's decision not to cover those particular costs was fair given the concerns it had. She said Mr and Mrs R would need to provide further information if they wanted the rest of their claim paid. Mr and Mrs R disagreed. In summary, they said the information Astrenska is asking for is unreasonable. They said it should cover the costs because they are genuine.

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.

I've decided not to uphold this complaint for similar reasons already explained by our investigator. Mr and Mrs R have been asked to provide further evidence to support the claimed cost of the villa but have yet to provide that. Their argument in response to this was that Astrenska should make attempts to speak with the owner of the villa, but I'm not persuaded by that. I say that because it's for Mr and Mrs R to show they have a valid claim

and not Astrenska. I also don't consider Astrenska's concerns about the validity of the invoice submitted to be unreasonable. I'll explain why.

Astrenska's obligations under the Insurance Conduct of Business Sourcebook (ICOBS) means it should consider claims fairly and not reject them unreasonably. I've thought about its responsibility under ICOBS whilst considering this complaint.

- The additional week's accommodation is what's in dispute here. Astrenska requested an invoice so it could consider these costs, but it wasn't satisfied with what Mr and Mrs R provided. Astrenska said the invoice wasn't on headed paper and nor did it bear a company registration number. Astrenska said it would usually look to validate invoices using this information, which I think is reasonable. In the absence of this, it requested Mr and Mrs R provide the original invoice or booking details used to source the villa for the first week's stay. But they were also unable to provide that information. Mr and Mrs R explained the villa belonged to a family friend and that it was booked by Mr R's brother as a birthday gift for Mr and Mrs R.
- Astrenska asked Mr R how he paid for the additional stay at the villa, to which differing accounts were provided. Mr R originally said he paid for the villa in cash that he had with him. Then he explained he'd withdrawn the cash from a foreign bank account. Astrenska asked to see evidence of this, however, I note no further evidence was provided to support Mr R's testimony. Mr R said Astrenska misunderstood what he'd said about paying for the villa, however, I'm not persuaded that's the case. I'm satisfied there have been different explanations given about how the villa was paid for and so I don't think Astrenska's treated Mr and Mrs R unfairly by requesting more evidence so it can validate that part of the claim. I note the policy does provide cover for costs like this in certain circumstances, however this is subject to a policy limit. I note Mr and Mrs R claim for enforced stay exceeds the limit here. However, it still remains unclear what Mr and Mrs R's portion of the villa costs were and Astrenska is reasonably entitled to understand that before it can decide whether those costs are covered under the terms and conditions of Mr and Mrs R's policy.
- Mr and Mrs R also claimed for carer's costs to accompany them back to the UK. I can see there's provision of cover for these costs in certain circumstances, provided it's deemed medically necessary. The issue here is similar to that which I've outlined above, in that Astrenska hasn't been able to validate those costs, nor was there a discussion with the insurer about whether it was medically necessary. I also note Mrs R also accompanied Mr R home and so I think they'd need to explain why they needed another person to accompany them during the return trip. Astrenska said it would consider this part of the claim further, provided medical evidence showed it was medically necessary which I think is fair.

My final decision

My final decision is that I don't uphold this complaint for the reasons I've explained.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 21 September 2023.

Scott Slade
Ombudsman