

The complaint

Ms D has complained that Astrenska Insurance Limited (trading as Collinson) declined a claim she made on her travel insurance policy.

What happened

Ms D purchased the policy on 2 September 2023 for a trip that was due to start on 12 September 2023. On 5 September 2023 she contacted Astrenska to make a claim for cancellation due to her ill health.

Astrenska declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that it was fair and reasonable of Astrenska to decline the claim, in line with the policy terms and conditions. Ms D 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.

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

Astrenska's reasons for declining the claim were twofold. Firstly that the incident giving rise to the claim occurred prior to the policy purchase and secondly, that no medical evidence confirming the need to cancel the trip had been provided.

Looking at the policy terms, they state:

'Cancelling your trip

What is not covered

- 1. Claims for illness or injury where a medical certificate has not been obtained from a medical practitioner confirming it was necessary to cancel the trip.'*

The insurance product information document (IPID) also states:

'What's not insured?

- Any reason you know about, when buying the policy or booking a trip, that may cause you to make a claim.'*

Under the 'Making a claim' section of the policy, it states:

'Before a claim can be paid, you may be asked to provide supporting documentation to validate cover and the circumstances of the loss. The table on the next pages sets out what documentation you may be asked to provide. Depending on the details of each claim we may ask for additional supporting documentation to that listed on the next page.'

The table on the next page, sets out that, in relation to cancelling a trip, that documentation would include:

'medical reports/medical certificate'.

Ms D did declare her pre-existing mental health condition at the point of purchase. However, around that time she was dealing with a solicitor in relation to previous traumatic events. The solicitor had sent her a letter on 25 August 2023, asking her to provide some additional, highly personal information.

The solicitor has since said that its letter had a severe impact on her wellbeing which unfortunately caused her to suffer significant distress to the extent that she had been very unwell.

Ms D has said that she wasn't able to send all the documents required by the solicitor in one go as it would have been too much. She needed to find them, read everything and make sure it was all correct. There was also a second solicitor that was asking her for information during that time. She said she had started to feel unwell but still wanted to try to go on holiday. However, a few days before the holiday she became very unwell and realised she wouldn't be able to go.

Prior to purchasing the policy on 2 September 2023, she had received the letter dated 25 August 2023 that triggered her condition and started to cause the issues to resurface. And she has said herself that the process of gathering all the documentation is what caused her to become unwell. Therefore, looking at the available evidence, I can understand why Astrenska would conclude it was likely that Ms D had started to feel unwell by the time of purchasing the policy on 2 September 2023.

However, as mentioned above, that's not the only reason for Astrenska declining the claim.

Based on the policy wording above, I think Astrenska made it sufficiently clear that medical evidence would be needed to support a claim for cancellation.

Ms D did not attend the GP at the time of cancelling the holiday. Instead, she provided an older letter from her doctor that set out details of her health condition. However, this letter was undated and had been redacted.

The medical declaration was completed by the GP surgery on 3 October 2023. Next to the question: *'...did you consider the patient fit to travel?'* the 'Yes' option has been ticked.

As Ms D felt that this was done in error (because the GP hadn't seen her), she did contact the surgery to see if anything could be done. She was told that the form couldn't be amended as the GP was not able to say she was unwell at the time of travel as Ms D had not sought any medical attention. Ms D did make an appointment to see her GP on 30 October 2023. But she was told that, as the GP had last seen her around March the year before, and not at the time she was due to travel, the form couldn't be amended.

Ms D says the doctor made a mistake in saying on the form that she was fit to travel and that the doctor has refused to correct this. Ms D says that Astrenska has failed to take this into

account. I accept that it is odd that the doctor ticked 'Yes' next to the fit to fly question when she hadn't actually seen Ms D. However, I don't think this in itself makes a difference to Astrenska's decision making. It is not in dispute that Ms D did not seek a medical opinion at the point of cancelling the holiday. So, disregarding what the medical declaration says, it wouldn't be possible for the GP to form an opinion on whether Ms D was fit to fly at the time or not.

I do understand that, due to her condition, Ms D finds it difficult to visit the doctor and that she says she was too unwell to make an appointment prior to the holiday. But it's reasonable for Astrenska to require proof from a medical professional that she was unfit to travel at the start date of the trip on 12 September 2023.

I accept that the old letter from the doctor does provide an insight into Ms D's complex issues. However, what it doesn't do is provide a picture of her health at the point when she cancelled the holiday.

I have nothing but sympathy for Ms D's circumstances. It is clear that she has been through a very difficult time and that she has also lost out financially by not going on her holiday. However, the question is, are those circumstances covered under the policy terms – and I'm afraid to say that they are not.

I've thought very carefully about everything she has said. However, on balance, as no evidence has been provided that Ms D was medically unfit to travel, I consider it was fair and reasonable for Astrenska to decline the cancellation claim.

My final decision

For the reasons set out above, my decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 24 April 2024.

Carole Clark

Ombudsman