

The complaint

Mr A has complained that Astrenska Insurance Limited declined a claim he made on a travel insurance policy, voided the policy and applied a fraud marker to his personal details.

What happened

In January 2024, Mr A had some cash stolen by pickpockets whilst he was abroad, so he made a claim on the policy. As part of its information gathering for the claim, Astrenska asked Mr A to provide a copy of a mobile phone bill. However, it noted that the bill had been altered. So it declined the claim, voided the policy and registered the details with Cifas (a fraud prevention organisation).

Mr A accepted that he had amended the document but that he only did it as he was concerned about being scammed, having previously been the victim of fraud.

Our investigator didn't think Astrenska had done anything wrong in declining the claim or in applying the fraud marker. Mr A disagrees 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.

Mr A has said that he understands if Astrenska wishes to decline the claim and void the policy. His concern now is wholly about the Cifas marker.

Looking at the policy terms, under 'General conditions' it states:

'5. If a claim is found to be fraudulent in any way, including use of fraudulent means to obtain any benefit, this policy shall become void meaning it no longer exists from the date of the fraudulent claim and the premium paid will be lost. Any benefits received by you for any claim found to be fraudulent, must be repaid to us. We may inform the police or other appropriate authorities of the circumstances.'

The policy goes on to state, under the heading of 'Data Protection':

'The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud

prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and

As part of the claims process, Mr A was asked for proof of identity and address. This was mainly due to there already being a CIFAS protection marker associated with his name as someone who was previously the victim of impersonation fraud. He provided a copy of his passport and a bank statement.

However, what he had been asked for as proof of address was a utility bill (council tax, electricity, gas or water). He said he couldn't provide any of these as he was not a homeowner.

Although Mr A said he could provide a further bank statement from a different bank, and a credit card statement, those documents were not sufficiently different from what he had already provided. So, I consider it reasonable that Astrenska asked for an alternative proof of address.

As he was unable to provide the requested documentation, Astrenska agreed that it would accept a copy of a mobile phone bill instead. However, Astrenska did checks on the bill that Mr A sent in which showed that it was not an authentic document and had been tampered with.

When asked about the bill, Mr A acknowledged that he had amended it. His reason for doing so was because the email from the adviser had asked for a 'cell-phone' bill, which raised his suspicions. He found out that the adviser was based in South Africa and became further concerned as he felt that a lot of scams originate there or in Nigeria. Therefore, he says he changed the bill just enough to stop it being of use to a scammer but still providing the information to verify his address.

Astrenska asked Mr A to provide the unaltered original version of the phone bill. Although he said the only change he made was to the phone number (because he didn't want to be tricked with phone calls or scam messages), the details on the original differ significantly from the altered version. And he had changed the address, because one version shows only the postcode, whereas the other version shows the whole address.

Mr A says that the issue of his address doesn't alter the legitimacy of his claim and therefore it cannot be deemed to be fraud. He also asked how altering the document benefitted him. But Mr A was attempting to use a false document to receive a payout on an insurance claim. Overall, I'm satisfied that the threshold for recording information with Cifas, as previously set out by our investigator, has been met.

Mr A is very concerned about the Cifas marker and he asked if there was anything he could provide to this service in support of his complaint. He offered his full cooperation in providing documentation that would prove his address. With that in mind, I asked him if he now accepted that he had made more than just minimal alterations to the phone bill. I asked him for more details of why no utility bills were in his name. I asked if he could provide a copy of his council tax bill (because it would be usual for a resident to be named on a council tax bill even if they have no responsibility for paying any bills). And I asked if he could provide a copy of his lease.

In response he said he altered what he thought it would be sensible to alter so that it couldn't be used for fraudulent purposes. He said that he even wanted it to look that way so that anyone who saw it would most likely request more information, if they were genuine. He said the document clearly looks altered and so could not have been used for fraud purposes.

In terms of proving his address, he said he is a tenant in a multi-let property where the bills are included. He offered to send copies of documentation that he had previously offered or sent to Astrenska. However, he did not address my request for a copy of his council tax bill or lease.

I do appreciate that, given his past experience as a victim of impersonation fraud, he would be nervous about providing personal documentation. But I also understand that, due to that history, Astrenska would want to carry out sufficient checks to prove his identity. And Mr A's dishonest actions in falsifying the phone bill naturally give rise to further concern about the reliability of his wider submissions in relation to the claim.

I've thought very carefully about what Mr A has said, especially what he's said about being overly paranoid about the location of the adviser and concerns about sharing his personal data. However, based on the available evidence, I'm satisfied that Astrenska has acted reasonably and proportionately in declining the claim, voiding the policy and registering a Cifas marker.

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 A to accept or reject my decision before 17 October 2024.

Carole Clark
Ombudsman