

The complaint

Mr and Mrs J have complained that Astrenska Insurance Limited declined a claim they made on a travel insurance policy.

What happened

Mr and Mrs J went on a one-month cruise that started on 7 November 2023. Due to poor sea conditions, the ship didn't go to its first planned port but instead went to another port in Europe. On arrival at that port, the ship underwent a software update and so it ended up staying at that port for three days, which was longer than planned. That had a knock-on effect on the next leg of the cruise to the Caribbean due to the availability of some ports. Therefore, changes were made to the itinerary, with some ports being missed, even though an extra port was added in. In addition, a further planned stop in Europe on the way back was omitted due to bad weather, with the ship returning directly to the UK instead.

As I understand it, four ports were omitted in total. Mr and Mrs J were very unhappy about this and so made a claim on the policy.

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

Our investigator thought that Astrenska had acted reasonably in declining the claim, in line with the policy terms and conditions. Mr and Mrs J disagree 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.

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

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, there is no cover for missed ports. That is the case, regardless of the reason for the ports being missed. So, I'm satisfied that Astrenska has acted fairly and reasonably in declining the claim.

I've listened to a phone call between Astrenska and Mr J in which the adviser says that, as a gesture of goodwill, an ex-gratia payment of £140 could be made under the travel delay part of the policy. Looking at the policy terms, I'm not persuaded that the circumstances would

necessarily be covered under travel delay. That's because there was no delay in leaving the UK, albeit that the ship travelled to a different port than originally intended. Regardless of that, Mr J confirmed that he didn't think that was enough and so would prefer to proceed with a complaint, at which point the adviser withdrew the offer. As it was a gesture of goodwill offer, Astrenska was entitled to rescind it at that point, to await the outcome of the complaint.

I have a great deal of sympathy with Mr and Mrs J's situation. Clearly the problems with the ship and the bad weather were completely outside of their control. It's a real shame that these things affected their experience, especially as it was their first cruise. I can understand why they would be disappointed. However, the question is whether the circumstance of them missing planned ports is covered under the policy terms – and unfortunately they are not. And despite the extended stay at the first unplanned European port, which Mr and Mrs J take to be a delay to the cruise schedule starting properly, that is also not covered under the travel delay section of the policy.

I've thought carefully about what Mr and Mrs J have said. However, overall, I'm unable to conclude that Astrenska has done anything wrong in declining the claim.

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 J and Mrs J to accept or reject my decision before 21 November 2024.

Carole Clark
Ombudsman