

## **The complaint**

Mr and Mrs C complain about the additional premium Astrenska Insurance Limited charged for their travel insurance policy.

## **What happened**

Mr and Mrs C held an annual multi-trip travel insurance policy. The period of cover was from 14 January 2024 until 13 January 2025, the policy covered them for travel within Europe, and the annual premium was £182.29. The policy was underwritten by Astrenska.

Mr and Mrs C upgraded the policy on 2 April 2024 to extend cover to Worldwide excluding USA, Canada, Mexico and all Caribbean Islands. They paid an additional premium of £323.56 at this point.

Mr C notified the policy administrator on 13 August 2024 that he had a heart attack and treatment for this earlier the same month. The policy administrator carried out a medical screening, and this led to an additional premium of £524.24 for the remaining time on cover.

Mr and Mrs C complained to Astrenska as they didn't think the additional premium was fair. They said that Astrenska should either have downgraded cover back to Europe to reduce the premium or allow them to suspend the policy and make the medical declaration later. Mr and Mrs C say they were told that had they notified Astrenska of the change later, the increase in premium would have been lower.

Astrenska has said that it cannot downgrade cover as a mid-term adjustment, and the policy would have been invalid had Mr and Mrs C not accepted the new premium when they notified it of the change.

One of our investigators looked into what had happened. Having done so, she didn't think Astrenska had done anything wrong in the circumstances of Mr and Mrs C's complaint.

Mr and Mrs C didn't agree with our investigator's findings. As no agreement was reached, the complaint has been passed to me to decide.

## **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.

Insurers are entitled to decide what risk they're willing to accept in return of a premium. It's not for this Service to tell an insurer how much it should charge for a policy.

The policy terms say the following under "Your medical conditions":

*"You must inform us as soon as possible if:*

- you are hospitalised for any reason;*
- your treatment or medication is changed;*

- *you are placed on a waiting list or have tests for any conditions whether it has been diagnosed or not;*
- *you are diagnosed with a new condition or suffer any injury for which you need medical attention; or*
- *the prognosis of any pre-existing condition changes.”*

Mr C suffered a heart attack and he had treatment for it. I think this is something he needed to let Astrenska know about as soon as possible. I'm satisfied he did so. Unfortunately, this led to Astrenska charging an additional premium if Mr and Mrs C wanted to continue being covered for the remaining time on the policy.

Astrenska has confirmed it wouldn't allow a policyholder to suspend a policy after a change in health. Mr and Mrs C also had a holiday booked, so Astrenska was on risk for the cancellation of that trip. Having considered everything, I don't think Astrenska has done anything wrong in applying the additional premium that was applicable when Mr C got in touch about a change in health. It's done so in line with the policy terms and conditions, and I'm satisfied it's treated Mr and Mrs C the same it would any other policyholder in a similar situation.

Astrenska has also shown that the underwriting criteria states policyholders aren't able to downgrade cover area as a mid-term adjustment. This can only be done at renewal. Mr and Mrs C had also already travelled outside of Europe during the policy cover period. So, I don't think Astrenska did anything wrong when it didn't allow Mr and Mrs C to downgrade the policy in August 2024 to only cover Europe. I'm again satisfied it's treated them the same it would any other policyholder in a similar situation.

Mr and Mrs C were given the option to either pay the additional premium or cancel the policy, but they wouldn't receive any refund. I've thought about if Astrenska should also have given them the option to make a cancellation claim for their upcoming holiday if they didn't want to pay the additional premium. But I haven't seen anything to suggest Mr and Mrs C considered cancelling the holiday because of the additional premium. So, in any event, I don't think Astrenska caused them unnecessary distress and inconvenience here.

I'm sorry to disappoint Mr and Mrs C, but I don't think Astrenska has treated them unfairly or unreasonably in the circumstances of their complaint.

### **My final decision**

My final decision is that I don't uphold Mr and Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 27 May 2025.

Renja Anderson  
**Ombudsman**