

The complaint

Mr and Mrs L complain that Astrenska Insurance Limited declined their claim against their travel insurance policy. Reference to Astrenska includes its agents.

Mr and Mrs L also complain about the sale of the policy, which is being dealt with separately.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here in full. In summary, Mr and Mrs L took out a single trip travel insurance policy underwritten by Astrenska. They paid an additional premium for cruise extension cover. Mr L says he had a phone conversation at the time he took out the policy and he was told, amongst other things, that all aspects of port cancellations were covered by the policy.

The cruise Mr and Mrs L were on didn't stop at three ports. The cruise provider said two port stops were cancelled because of increases in taxes and a third was cancelled due to safety reasons. Mr and Mrs L made a claim against their policy in relation to the missed port stops. Astrenska declined the claim. It said what happened here wasn't covered by the policy. Mr and Mrs L didn't think that was fair and pursued their complaint.

Mr and Mrs L say they were told when they took out the policy that it covered all aspects of port cancellations. They want compensation for the missed ports.

One of our Investigators looked at what had happened. She said the policy only covered missed ports due to adverse weather and timetable restrictions. The Investigator listened to a call between Mr L and Astrenska in February 2024, when Mr and Mrs L made their claim. She didn't think Astrenska misled Mr L.

Mr and Mrs L didn't agree with the Investigator. They asked that an ombudsman consider their complaint. Mr L said he was misled in a phone call at the time he bought the policy. The Investigator asked Astrenska to provide the recording of that call but Astrenska said it could find no trace of a call from either Mr L's mobile phone or landline number at the relevant time.

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.

The relevant rules and industry guidance say that Astrenska has a responsibility to handle claims promptly and fairly and it shouldn't reject a claim unreasonably. I don't intend to uphold Mr and Mrs L's complaint. I'll explain why:

- 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. In general terms, insurers can decide what risks they wish to cover.
- Mr and Mrs L's policy provides a benefit for missed port visits if they are unable to disembark at a port on their cruise itinerary because of adverse weather or timetable restrictions. It's common ground in this case that Mr and Mrs L were unable to disembark at two ports on their itinerary because of increases in taxes and at a third port because of safety reasons. So, the reasons Mr and Mrs L missed the port visits aren't covered by the policy.
- I don't think there is any reason to depart from the policy terms in the circumstances of this case. Lots of cruise cover have provisions like the one here. It follows that I don't think Astrenska treated Mr and Mrs L unfairly or unreasonably in declining their claim in accordance with the policy terms.
- Mr and Mrs L say they were misled at the time they took out the policy as Mr L was assured in a phone call that all aspects of port cancellations were covered by the policy. Astrenska wasn't involved in the sale of the policy, but we've asked Astrenska to provide copies of its call recordings in this case. Astrenska says it has only the call recording at the time of the claim. I've listened to that call recording. I don't think Astrenska misled Mr and Mrs L in that call.
- Based on the available evidence, I don't think I can fairly conclude that Astrenska misled Mr and Mrs L about the extent of the cover for missed port visits. Astrenska was obliged to provide information about the cover that's clear, fair and not misleading. I think it did that when it sent Mr L the policy documents.
- I'm sorry to disappoint Mr and Mrs L but, for the reasons I've explained, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 16 June 2025.

Louise Povey
Ombudsman