

## **The complaint**

Mr and Mrs K complain that Astrenska Insurance Limited trading as Collinson Insurance has turned down a cancellation claim they made on an annual travel insurance policy.

## **What happened**

Mr and Mrs K took out an annual travel insurance policy through a broker in April 2023. In May 2023, Mrs K began suffering symptoms of right-sided pain. Her GP sent through an urgent referral and Mrs K had a CT scan in mid-June 2023. The scan found that Mrs K had a nodule in her lung, which could be inflammatory or infective in nature, but that malignancy couldn't be ruled out. A CT scan follow-up was recommended for six to eight weeks later. Mrs K's GP practice prescribed antibiotics.

On 9 July 2023, Mr and Mrs K booked a holiday abroad. They were due to travel in January 2024.

Mrs K had a follow-up CT scan in August 2023. This found that the nodule remained in place. It concluded that this was suspicious for a low-grade malignancy. Further tests and investigations were recommended.

Mr and Mrs K paid the balance of their trip on 7 November 2023.

Unfortunately, Mrs K was subsequently diagnosed with lung cancer on 23 November 2023. And so Mr and Mrs K cancelled their trip and made a cancellation claim on the policy.

Astrenska turned down Mr and Mrs K's claim. It obtained medical evidence from Mrs K's GP and noted that ahead of booking the trip, she'd been referred for investigations into the cause of her right-sided pain; which had found potential malignancy and that a follow-up CT scan had been arranged for a few weeks later. So it concluded that Mr and Mrs K's claim was due to a condition for which Mrs K had been undergoing investigations at the time of booking the trip. This was specifically excluded by the terms of the policy.

Mr and Mrs K were unhappy with Astrenska's decision and they asked us to look into their complaint.

Our investigator didn't think Astrenska had treated Mr and Mrs K unfairly. She felt that Mrs K had suffered a significant change in health in June 2023 which she ought to have declared to Astrenska. And she felt Astrenska had shown that if Mrs K had contacted it to tell it about her investigations, it would have told her that it couldn't continue to offer her cover. So she didn't think Astrenska needed to take any action.

Mr and Mrs K disagreed and so the complaint was passed to me to decide.

I issued a provisional decision on 24 April 2025, which explained the reasons why I didn't think Astrenska had treated Mr and Mrs K unfairly. I said:

*'First, I'd like to say how sorry I was to hear about Mrs K's diagnosis. I don't doubt what a worrying time this has been for her and for Mr K and I do hope she's recovering well.*

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory rules, the policy terms and the available evidence, to decide whether I think Astrenska treated Mr and Mrs K fairly.*

#### *The policy terms and conditions*

*I've first considered the policy terms and conditions, as these form the basis of the contract between Mr and Mrs K and Astrenska. Page eight of the policy booklet sets out the 'Medical health requirements' and includes eligibility criteria. The eligibility criteria include the following term:*

*'We cannot offer cover under the following circumstances:*

*For claims that are directly or indirectly linked to an undiagnosed condition(s) that you were undergoing /awaiting tests or consultations at the time of buying the policy or booking the trip (whichever you do last).'*

*The policy also says:*

*'If you experience a change in health such as a new or increased medication, any referral for tests or specialist appointment, or a new diagnosis/course of treatment at any time after you bought or renewed your policy, you will need to re-check whether you now answer "yes" to one or more of the Medical Screening Questions and if you do, contact us to check your cover. This includes when you receive the results of tests/investigations. We reserve the right to alter the terms of this insurance based on your health changing mid-term. Following your medical screening we will tell you either:*

- That you can continue to be covered at no additional cost; or*
- To continue to be covered you will need to pay an additional premium; or*
- We cannot continue to cover you.'*

*And the contract says that if Astrenska can no longer provide cover, a policyholder may be able to make a cancellation claim or obtain a refund of any unused premium.*

#### *The medical evidence*

*Astrenska concluded that as Mrs K's investigations into the condition causing her claim started before she booked the trip, her claim wasn't covered by the policy terms. It's clear from the available medical evidence that Mrs K saw her GP in mid-May 2023 with symptoms including right-sided pain. I can see that her GP referred her for urgent investigations under the two-week referral scheme. And it's clear from the CT scan report dated mid-June 2023, that a nodule was found, which could be inflammatory or infective in nature. The CT scan report also stated that potential malignancy couldn't be ruled out and that a follow-up scan should take place within six to eight weeks, following a course of antibiotics. I note the report also states: 'THIS IS A SIGNIFICANT UNEXPECTED FINDING'.*

*Mr and Mrs K have consistently maintained that Mrs K had been told about the nodule, but that this was a very common finding, she'd been prescribed antibiotics and that there was nothing to worry about. They say they booked the trip based on this reassurance. Mr and Mrs K have provided us with further notes from their GP surgery, including a record of a conversation Mrs K had with a nurse on 23 June 2023. The notes say:*

*'CT scan shows nodules in lul and rul advised could be inflammatory/infective in nature, needs repeat CT scan in 6 weeks...antibiotics done...and findings discussed with (Mrs K).'*

*I've considered this evidence and Mr and Mrs K's testimony very carefully. I accept it's possible that Mrs K wasn't told about the potential malignancy and that she believed there was nothing to worry about. But I've also borne in mind that the nurse's notes state that the CT scan findings were discussed with Mrs K. And, as I've set out above, the CT scan report clearly states that malignancy couldn't be ruled out, that a follow-up scan was needed and that the finding was significant and unexpected. So, on balance, I think it seems more likely than not that while the nurse may have provided Mrs K with some reassurance, she was informed that she was under investigation for a potentially more serious condition.*

*It's clear that Mrs K's original symptoms and investigations led to her ultimate diagnosis with cancer. So, on balance, I don't think it was unfair for Astrenska to conclude that Mrs K's claim was directly linked to an undiagnosed condition for which she was undergoing investigations at the time she booked the trip.*

*I appreciate Mrs K's doctor has stated that on the date the trip was booked, they couldn't have foreseen the likelihood of Mrs K's condition deteriorating to the degree that trip cancellation would be necessary. However, while Mrs K's doctor may not have thought it was likely that Mrs K's condition would lead to trip cancellation, I don't think this evidence suggests that Mrs K wasn't aware of the investigations or that there was a risk that the investigations could result in a more serious diagnosis.*

*Following the booking of the trip, in August 2023, Mrs K underwent a further CT scan. This suggested that the nodule would be suspicious for low-grade malignancy. The report stated that Mrs K should undergo further testing and that there should be a multi-disciplinary team discussion. Given Mrs K was diagnosed with cancer in November 2023, it seems most likely that she did undergo further testing between August and November 2023. However, I've seen evidence that Mr and Mrs K didn't pay the balance of their trip until 7 November 2023. At this point, I think they ought reasonably have been aware that there was a real risk that Mrs K had a more serious condition and that the trip would need to be cancelled.*

*Mr K has told us that if he'd contacted Astrenska to tell it about Mrs K's diagnosis with a nodule, it would have offered cover for an additional premium. However, while Mrs K's initial investigations did find a nodule, it remains the case that Mrs K was scheduled for a follow-up CT scan for a potential malignancy. Astrenska has told us it wouldn't have continued to offer her insurance cover while she effectively remained under investigation.*

*Additionally, Mr K has referred to the fact that Astrenska hasn't offered a refund of premium or to consider a cancellation claim, in line with its policy wording. I've considered this. But regardless of the policy terms relating to a policyholder's change in health, Astrenska had already concluded that the claim wasn't covered because the claim was directly linked to an undiagnosed condition for which Mrs K was being investigated when the trip was booked. As I've said, I don't think it was unfair for Astrenska to reach that conclusion. So I don't think it needed to offer a premium refund or to consider a cancellation claim.*

*Taking everything into account, while I sympathise with Mr and Mrs K's position, I don't think Astrenska has treated them unfairly or unreasonably. I don't think it was unfair for Astrenska to turn down their cancellation claim and so it follows that I'm not planning to tell Astrenska to do anything more.'*

*I asked both parties to send me any further evidence or comments they wanted me to consider.*

Astrenska accepted my provisional findings.

Mr and Mrs K did not. In summary, they reiterated that Mrs K hadn't been told about the potential seriousness of her condition and that a further scan was urgent. They said that if they had been made aware of the seriousness of the situation, they wouldn't have booked the trip. They maintained that Astrenska would have provided cover for a person with nodules who was undergoing investigations. And they referred again to their doctor's statement that the outcome couldn't have been predicted.

Additionally, Mr and Mrs K felt that Astrenska was using the letter of the law to turn down their claim, rather than the spirit of the law and that as an ombudsman service, we were allowing it to do so.

### **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.

Having done so, whilst I'm sorry to disappoint Mr and Mrs K, having carefully considered their further submission, I still don't think Astrenska has treated them unfairly and for the same reasons I gave in my provisional decision. I'll go on to explore their further points.

As I explained in my provisional decision, I accept it's possible that Mrs K was told that nodules were a common finding and that she had nothing to worry about. And I also accept it's possible that she and Mr K booked their trip based on that reassurance.

But I also need to take into account the available medical evidence. The CT scan report of June 2023 does refer to the fact that potential malignancy couldn't be ruled out and states that the nodule was a significant, unexpected finding. And the nurse's notes of their discussion with Mrs K say that the scan report's findings were discussed with Mrs K.

On balance then, I still think it seems more likely than not that while the nurse may have provided Mrs K with some reassurance, she was informed that she was under investigation for a potentially more serious condition.

Mrs K's doctor did provide evidence which stated that they couldn't have foreseen the likelihood of Mrs K's condition deteriorating to the degree that trip cancellation would be necessary. I have borne this in mind. But as I set out above, whilst I appreciate the doctor might not have thought Mrs K's illness would lead to the need to cancel the trip, I don't think their evidence shows that Mrs K wasn't aware that she was under investigation for a potentially more serious condition.

I still think the evidence shows that Mrs K's original symptoms and investigations led to her ultimate diagnosis with cancer. So, on balance, I still don't find it was unfair for Astrenska to conclude that Mrs K's claim was directly linked to an undiagnosed condition for which she was undergoing investigations at the time she booked the trip. And so I still don't think it acted unfairly when it turned down the claim.

Mr and Mrs K say Astrenska would have provided cover had they told it about the nodule and Mrs K's investigations at the time of sale. But most, if not all, travel insurers exclude cover for medical conditions which are under investigation. Astrenska has told us that it wouldn't have continued to offer Mrs K cover had it known about the follow-up CT scan and so I don't think it needs to do anything more.

Overall, I do sympathise with Mr and Mrs K's position and I'm sorry to cause them further upset. But I need to make a decision based on what I believe to be fair and reasonable in all of the circumstances. And based on the specific facts and evidence of this complaint, I don't find Astrenska has unreasonably or unfairly relied on its policy terms to decline Mr and Mrs K's claim.

### **My final decision**

For the reasons I've given above and in my provisional 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 Mrs K and Mr K to accept or reject my decision before 6 June 2025.

Lisa Barham  
**Ombudsman**