

The complaint

Mr and Mrs M complained that Astrenska Insurance Limited ('Astrenska') unfairly declined their claim.

All reference to Astrenska includes any agents acting on its behalf.

What happened

Mr and Mrs M had booked a trip abroad in 2023 for their family. Their travel dates were between 31 March 2024 and 4 April 2024. They bought a travel insurance policy on 20 March 2024, underwritten by Astrenska.

On 21 March 2024 Mrs M visited her doctor in relation to an infection. The doctor's note recorded Mrs M had been feeling unwell for a week. She went back to her doctor a week later and was referred for further investigation. Following this, they cancelled their trip and made a claim.

Astrenska declined the claim as it said Mrs M was suffering from symptoms when she bought the insurance.

Mrs M complained and unhappy with Astrenska's response, referred her complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and didn't think Astrenska had declined the claim fairly so she asked it to reassess it. She said Astrenska had unfairly relied on an exclusion which included: "*knowing you would have to claim*". She didn't think Astrenska had shown that Mrs M bought the policy knowing she would have to claim. So she asked Astrenska to reconsider the claim and pay Mr and Mrs M £100 compensation for the distress and inconvenience caused to them.

Astrenska disagreed and asked for an Ombudsman's decision. And so the case has been passed to me.

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 issued my provisional decision on 9 May 2025 and I thank both sides for responding promptly.

Astrenska had nothing further to add.

In summary, Mr and Mrs M said they need compensation due to Mrs M genuinely being unwell and to not get anything back would be cruel. They say they booked insurance and they will not get money back which is rightfully theirs. Mrs M says I have accused her of being unwell when she bought the insurance. She says she became unwell days later and would like me to review my decision and award compensation.

Mrs M says she wasn't unwell when she bought the policy. But a letter from her GP dated 9 April 2024 confirms she told her GP that she had been unwell for a week when she attended her appointment on 21 March 2024. And so Astrenska were entitled to rely on this medical evidence to conclude that Mrs M was unwell when she bought the insurance. The policy also makes it clear that Mrs M should have contacted Astrenska after she had seen her doctor but she failed to do this – and in these circumstances, a claim would be declined.

I am very sorry to disappoint Mr and Mrs M but I haven't been provided with any new evidence or information and so I see no reason to depart from my provisional findings, which I adopt as my final decision and have copied below in full.

"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, I don't think this complaint should be upheld. I'll explain why.

- The background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions.
- I am not limited to considering the reasons Astrenska has given for declining the claim. Our Service has an inquisitorial remit which allows me to consider the subject matter of the complaint as a whole and based on the individual circumstances of a complaint.
- The policy documents which make up the insurance contract between Mr and Mrs M and Astrenska, confirm claims relating to undeclared pre-existing medical conditions are not covered. The certificate says: *"If you make a claim for anything directly or indirectly related to a pre-existing medical condition that you have not declared and has not been agreed by us in writing, your claim will be declined."* It goes on to explain what a pre-existing medical condition is.
- The certificate goes on to talk about *"Changes in health"*. This says *"You must call...if you have any pre-existing medical conditions not already declared to us. You must also tell us if there are any changes to your health before your trip starts. This would include a change in medication or any new conditions that would make you answer "yes" to the questions above. Failure to do so will invalidate your insurance and any subsequent claim could be declined."*
- Page 2 of the policy says: *"This policy does not automatically provide cover for medical conditions you are already experiencing when you purchase this policy..."*
- Page 3 of the policy confirms the eligibility criteria and screening criteria. This confirms Astrenska does not need to be contacted if declaring coughs, colds or flu where no treatment has been required or Covid-19 with no hospital admission. So this would suggest that an infection with treatment would need to be declared.
- Page 3 goes on to explain changes in health after purchasing the policy. This talks about new or increased medication, any referral or a course of treatment or new diagnosis at any time after buying the policy. And it confirms if the answers to the questions change to 'yes', Mr and Mrs M would need to call Astrenska to check their cover.
- Page 3 also says claims directly or indirectly related to an undeclared or incorrectly declared medical condition won't be covered.

- The Insurance Product Information Document confirms what is not covered: “*Any reason you know about, when buying the policy or booking a trip, that may cause you to make a claim.*” It also says Astrenska must be contacted if anyone insured has a change of health as soon as possible under the ‘my obligations’ section.
- So overall, taking the above policy wording into account, I think Mrs M should have told Astrenska that she wasn’t feeling well when she bought the policy. Even if she didn’t do this on 20 March, I think the policy makes it clear that she should then have contacted Astrenska after she had seen her doctor when she was treated for an infection. This would be a clear change in health after buying the insurance especially since her health deteriorated enough for her to see her doctor for treatment.
- I am really sorry to disappoint Mr and Mrs M but I don’t think Astrenska unfairly declined their claim - as Mrs M failed to tell Astrenska about her condition.”

My final decision

For the reasons set out above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs M and Mr M to accept or reject my decision before 13 June 2025.

Shamaila Hussain
Ombudsman