DRN-5665787

The complaint

Mr M has complained that Astrenska Insurance Limited (trading as Collinson Insurance) declined a claim he made on a travel insurance policy.

What happened

Mr M was on a trip abroad in June 2024 when he became unwell and received hospital treatment. Due to ongoing issues, he was unable to return to the UK as planned. He therefore made a claim on the policy for additional costs incurred.

Astrenska declined the claim on the basis that the circumstances were not covered under the policy terms. Furthermore, as it concluded that he had made a deliberate misrepresentation during the application process, it voided the policy from inception (so cancelled it as if it had never existed) and retained the premium.

Our investigator thought that it had acted fairly and reasonably, in line with the policy terms and conditions and relevant legislation. Mr M disagrees 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.

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

Astrenska's reasons for declining the claim are twofold. Firstly, that Mr M failed to disclose that he was travelling abroad to undergo medical treatment. Secondly, the medical condition he suffered was alcohol related, which is excluded under the policy.

In relation to the first issue, the relevant law in this case is The Consumer Insurance (Disclosure and Representions) Act 2012 (CIDRA). CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract.

If a consumer fails to take reasonable care, the insurer has certain remedies provided the misrepresentation is – what CIDRA describes as – a qualifying misrepresentation. For it to be a qualifying misrepresentation, the insurer has to show it would have offered the policy on different terms, or not at all, if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the misrepresentation was deliberate or reckless, or careless.

When considering whether a consumer has taken reasonable care, I need to consider how clear and specific the questions asked during the application process were.

Mr M purchased the policy online on 7 April 2024 and, as part of the application process, was asked:

'Is anyone travelling against their UK doctor's advice, or for the purpose of obtaining treatment?'

And:

'Is anyone on a waiting list for, or aware of the need for, any in-patient treatment for any diagnosed or undiagnosed medical condition?'

He answered 'No' to both of these questions.

Mr M has since confirmed that he was, and still is, on the NHS waiting list for a knee operation.

Astrenska obtained his GP medical records as part of the claims process and found an entry in his notes dated 3 April 2024 which stated: *'…..Also needs s/l from 27/03/24 for another 2 months – knee injury. Travelling to (….) on Tuesday 9th April for meniscus operation*.'
A second note dated 25 July 2024 recounts Mr M calling from abroad and states: *'….had operation in (…)*'

Mr M says that the notes are inaccurate. He says he'd discussed with the practice manager that he was going on holiday abroad and might look into the possibility of getting the operation done privately whilst there, but that there was no definite plan to have the procedure. With regard to the second note, Mr M says he had rung for an entirely different reason and his comments have been misinterpreted.

He says that a friend had recommended a particular surgeon abroad, and he'd had informal discussions with his GP who'd said there was no harm in looking into it whilst he was away. He did contact that surgeon and arranged a consultation. However, he then didn't attend the appointment after researching the potential cost.

He's provided a report from an orthopaedic surgeon from February 2025 which states there has been no significant change to the condition of his knee since an earlier scan in 2023, which Mr M says confirms that he hasn't had an operation.

Whether or not Mr M went on to have the operation abroad is a slightly separate issue. The matter at hand is whether he was travelling with the intention of having treatment. Astrenska has provided underwriting evidence that, if that was the case and he had disclosed that at the point of sale, the policy wouldn't have been sold to him. As such, he wouldn't have held this policy to then make a claim on.

Whilst the GP added a further note on 18 November 2024, this simply states that Mr M disputes the earlier entries. As such, it is insufficient as evidence that the early conversations were recorded incorrectly.

Overall, based on the available evidence, I'm satisfied it was reasonable for Astrenska to rely on the medical information to conclude that Mr M had been intending to seek treatment abroad. On that basis, I'm also satisfied that it was reasonable for it to conclude that he made a deliberate misrepresentation when purchasing the policy. Therefore, it acted fairly in voiding the policy and retaining the premiums.

The voiding of the policy has implications for two other claims that Mr M has made for stolen property. However, this decision is only looking at the claim for costs arising from his medical claim.

As previously mentioned, there was a secondary reason for declining the claim, which was that the condition Mr M suffered abroad was alcohol related. Mr M again disputes some of the medical evidence in relation to this. However, I do not need to consider this point further as I've concluded it was reasonable for Astrenska to decline the claim due to Mr M travelling abroad to seek medical treatment.

I've thought very carefully about what Mr M has said and appreciate how strongly he feels about the matter. However, on balance, I think Astrenska's assessment of the claim was fair and reasonable and that it was fair for it to decline the claim, void the policy and retain the premiums.

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 M to accept or reject my decision before 25 September 2025.

Carole Clark
Ombudsman