

## The complaint

Mr and Mrs S complain about Astrenska Insurance Limited's handling of their travel insurance claim.

## What happened

Mr and Mrs S hold an annual travel insurance policy with Astrenska. They were due to travel abroad on 26 October 2024. However, Mr S's brother-in law sadly passed away a few days before their trip was due to start. So, Mr and Mrs S cancelled their trip and made a claim under the policy.

Astrenska assessed the claim, and asked Mr S to arrange for his late brother-in-law's GP to complete a form. It wanted the GP to confirm that, at the time of Mr and Mrs S booking the trip and taking out the policy, the GP saw no substantial likelihood of their patient's health deteriorating to such a degree that cancellation of the trip would become necessary. Mr S refused to have this form completed, and Astrenska wouldn't progress the claim without this information. Mr and Mrs S therefore brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought Astrenska had acted reasonably and in line with the policy terms by asking for the additional information. Mr and Mrs S didn't accept our investigator's findings and so the matter has been passed to me for a decision.

I issued a provisional decision on 18 June 2025. Here's what I said:

*'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.'*

*Mr and Mrs S have raised several points, though I don't intend to address each of these. This isn't meant as a discourtesy, it merely reflects the informal nature of the Financial Ombudsman Service. I note Mr S has asked to meet with me before I made a decision, but as our investigator has explained, I'm satisfied I'm able to consider the case based on the available evidence.'*

*The policy covers the following under the cancellation section:*

*'The death, injury, or illness of:*

- a. You; or*
- b. An immediate relative; or*
- c. A travelling companion or their immediate relative; or*
- d. A person you are planning to stay with.'*

*Mr S provided Astrenska with his late brother-in-law's death certificate. Astrenska then asked that he arrange for his brother-in-law's GP to complete a form confirming whether their patient's health was likely to deteriorate when Mr and Mrs S booked their trip and took out the policy. It has asked for this information because of the below policy term:*

*'Health of non-travelling people. You may have to cancel due to the poor health of an immediate relative, travelling companion or a person you are planning to stay with. For cover to apply we require a medical practitioner to confirm in writing that when you purchased this policy or booked the trip:*

- The non-insured party was not seriously ill in hospital or receiving palliative care; and*
- There was no reason to expect their state of health to deteriorate so much that you would need to cancel.'*

*This term only refers to cancellation due to the poor health of an immediate relative. Mr and Mrs S cancelled their trip due to the death of an immediate relative. So, the term doesn't apply to the claim. It may be that Astrenska intended for it to apply to cancellation claims made due to the death of an immediate relative, but that isn't clear. When a policy term is unclear, I think it should be interpreted in favour of the consumer.*

*I've read the remaining policy terms, and I can't see any other term or exclusion that would mean Mr and Mrs S's claim shouldn't be paid.*

*I therefore intend to require Astrenska to pay the claim. I think Mr and Mrs S have been caused unnecessary upset and inconvenience due to Astrenska's handling of the matter, and so I also intend to require Astrenska to pay them £200 compensation for this.'*

I asked both parties to provide me with any further comments they wished to make before I made a final decision.

Astrenska responded with the following main points:

- It disagrees with my interpretation of the policy wording.
- The death of an individual is inextricably linked to their health condition (other than when death is caused by an accident or acute fatal medical event).
- Mr S's relative's illness was a direct consequence of underlying health issues, therefore it's not correct to treat death and poor health as unrelated.
- The policy required the non-insured party not to have been seriously ill or receiving palliative care, and for there to be no reason to expect their state of health to deteriorate to the point of cancellation. These requirements could apply here, and so Astrenska is entitled to request evidence that Mr S's relative was not receiving palliative care and wasn't seriously ill in hospital when Mr and Mrs S booked the holiday or took out the policy.

Mr and Mrs S responded to say they accepted my provisional decision and had no further comments.

### **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 looked again at the policy wording, but I remain of the opinion that the term Astrenska has relied upon doesn't apply here. Here's the 'health of non-travelling people' term again:

*'Health of non-travelling people. You may have to cancel due to the poor health of an immediate relative, travelling companion or a person you are planning to stay with. For cover to apply we require a medical practitioner to confirm in writing that when you purchased this policy or booked the trip:*

- *The non-insured party was not seriously ill in hospital or receiving palliative care; and*
- *There was no reason to expect their state of health to deteriorate so much that you would need to cancel.'*

As I said in my provisional decision, the policy term only refers to cancellation due to the poor health of an immediate relative. I don't agree with Astrenska that because Mr S's relative's poor health led to their death, that the term should be interpreted to also mean cancellation due to death.

The policy says that Astrenska will pay up to the sum insured for unused travel and accommodation costs when the insured is unexpectedly forced to cancel due to one of the reasons listed under "What is Covered".

Under the "What is Covered" section, the policy says:

*'1. The death, injury or illness of:*

*...*

*b. An immediate relative...'*

So, a cancellation claim can be made when an immediate relative dies or has an illness. Therefore, if Astrenska wanted the 'health of non-travelling people' term to apply when a claim is made due to the death of an immediate relative as well as their poor health, the wording ought to have made this clear. As I didn't, I remain satisfied it should be interpreted in Mr and Mrs S's favour and therefore it wouldn't be reasonable for Astrenska to rely on it here.

I therefore remain of the view it would be appropriate for Astrenska to pay the claim. As I also said in my provisional decision, I think Astrenska's handling of the claim caused Mr and Mrs S unnecessary upset and inconvenience and therefore remain of the view that it should pay them £200 compensation for this.

### **My final decision**

My final decision is that I uphold this complaint. I require Astrenska Insurance Limited to do the following:

- Pay the claim in line with the remaining policy terms. Interest should be added at the rate of 8% simple from a month after the claim was made to the date of settlement\*.
- Pay Mr and Mrs S £200 compensation\*\*.

\*If Astrenska considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr and Mrs S how much it's taken off. It should also give Mr and Mrs S a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

\*\*Astrenska must pay the compensation within 28 days of the date on which we tell it Mr and Mrs S accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 1 August 2025.

Chantelle Hurn-Ryan  
**Ombudsman**