

## The complaint

Miss H, Mrs M, Mr M1 and Mr M2 complain Astrenska Insurance Limited (Astrenska) has declined the claim they made under their travel insurance policy.

As Miss H has been leading in this complaint, and for ease, I've referred to her throughout.

## What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

On 26 December 2024 Miss H travelled abroad for a holiday. She flew from the UK to one country, I'll call Country A, where she caught a connecting flight to her final destination, which I'll call Country B. When she arrived in Country A, Miss H purchased a single trip travel insurance policy to cover her trip. The policy was provided by Astrenska.

A few days into Miss H's trip she began suffering an issue with her eye. She attended an optician who recommended Miss H visit the hospital for further checks. Miss H spoke with Astrenska's medical assistance team and subsequently visited the hospital for treatment.

Astrenska later declined Miss H's claim. It said Miss H had purchased her policy after her trip had already started and so no cover would be provided. Miss H raised a complaint with Astrenska. She didn't agree her trip had started when she purchased the policy. She also said Astrenska had confirmed she was covered before she attended the hospital, and sent the hospital a verification of benefits.

On 3 February 2025 Astrenska sent Miss H a final response to her complaint. It said it was satisfied Miss H had purchased her policy after her trip had begun and so its decision to decline her claim was correct. It said the verification of benefits it sent to the hospital wasn't a guarantee of payment. Miss H referred her complaint to this Service.

Our Investigator looked into things. He said he thought it was reasonable for Astrenska to decline Miss H's claim as she had purchased her policy after her trip had begun. He also said Astrenska should refund Miss H her policy premium as it hadn't suggested Miss H had made a deliberate misrepresentation. He said he thought Astrenska could have managed Miss H's expectations better when she spoke with its medical assistance team and so should pay Miss H £100 compensation.

Astrenska didn't agree it should refund Miss H's policy premium as it thought the misrepresentation was deliberate.

Miss H provided a detailed response to our Investigator's view but in summary she said:

- The policy wording was unclear and didn't state a policy can't be purchased whilst already abroad.
- She relied on advice provided by Astrenska's medical assistance team before

receiving treatment.

- The confusion and loss which followed could have been avoided had Astrenska communicated clearly and fairly.

As an agreement couldn't be reached, the complaint has been passed to me to decide.

### **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 want to acknowledge I've summarised Miss H's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss H and Astrenska I've read and considered everything that's been provided. I've considered the key points separately.

#### *Claim decline*

Whilst Astrenska hasn't specifically mentioned the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA) in its correspondence to Miss H, I'm satisfied it is the relevant law in the circumstances of this case. Astrenska has effectively said it wouldn't provide a policy if Miss H had made it aware her trip had already begun. So, I've taken CIDRA into consideration when deciding if I think Astrenska has acted fairly when declining Miss H's claim.

CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer.

And if a consumer fails to do this, 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 qualifying misrepresentation was deliberate and reckless, or careless.

Miss H purchased her policy through an aggregator website and during this process she was required to confirm a list of statements were correct in order for a quote to be provided. The website said:

*'You must confirm the following is true for your cover to be valid:*

*1. All travellers are*

- *Not attempting to cover a trip that has already started.'*

Astrenska has provided screenshots to show the time Miss H's policy was purchased and Miss H's flight itinerary. Based on this information, I'm satisfied Miss H purchased her policy after she had left the UK, and whilst she was waiting for her connecting flight to take her from Country A to Country B. Therefore, I'm persuaded Miss H's trip had started and she has made a misrepresentation.

I've gone onto consider whether I think Miss H has failed to take reasonable care when she confirmed she hadn't started her trip. Miss H has said she didn't consider her trip to have officially begun as she hadn't reached her final destination, and the statement didn't mention that a trip would be considered as started once you left the UK.

Whilst I acknowledge what Miss H has said, I think it's reasonable to conclude Miss H has failed to take reasonable care when agreeing to this statement. I think a reasonable person in Miss H's position would consider their trip to have started once they had taken a flight outside of the UK regardless of whether they had reached their final destination or not. And so, I don't think a reasonable person in Miss H's position would have confirmed they hadn't started their trip when looking to purchase their insurance policy.

As I'm persuaded Miss H has failed to take reasonable care not to make a misrepresentation, I've considered whether this is a qualifying misrepresentation.

Based on the evidence provided, I'm satisfied had Miss H not made a misrepresentation, she wouldn't have been offered a policy with Astrenska. The aggregator website explains the statements need to be agreed in order for a quote to be provided. The terms of Miss H's policy also explain if the insured is travelling outside the UK, it is possible to purchase a policy up to the point the insured boards their transportation for their international departure. Therefore, it wouldn't be possible to purchase a policy in Miss H's circumstances as she had already departed the UK. So, as I'm persuaded Astrenska wouldn't have offered Miss H a policy, I'm satisfied the misrepresentation is a qualifying one.

Astrenska has said it considers Miss H's misrepresentation to be a deliberate one. It said it thought Miss H had deliberately misrepresented the facts in order to gain cover. CIDRA explains that a qualifying misrepresentation is deliberate or reckless if a consumer knew it was untrue or misleading, or did not care if it was untrue or misleading. And the consumer knew the matter to which the misrepresentation related was relevant to the insurer, or did not care if it was relevant to the insurer.

Based on the evidence provided, I'm not persuaded it is reasonable to conclude Miss H has made a deliberate or reckless misrepresentation. I think Miss H believed her trip would be considered as started once she reached her final destination. And whilst I don't think a reasonable consumer in these circumstances would have done the same, I don't think Miss H knew or didn't care that the information she provided was untrue or misleading.

As I don't think it's reasonable to conclude Miss H has made a deliberate misrepresentation, the misrepresentation must be considered as a careless one. So, I've considered the actions Astrenska are entitled to take in accordance with CIDRA.

If a misrepresentation is considered careless, and the insurer can show it wouldn't have offered a policy, CIDRA entitles the insurer to avoid the contract and refuse all claims. However it must refund the premium paid toward the policy. So, whilst I think it was reasonable for Astrenska to decline Miss H's claim, I require it to refund Miss H her policy premium. And it should pay 8% per year simple interest on this amount from the date it declined Miss H's claim to the date it pays this amount.

### *Claim handling*

Miss H has said she spoke with Astrenska's medical assistance team before visiting the hospital, and prior to her claim being declined. She said it told her she had valid insurance and so her decision to receive treatment was based on this.

I've listened to the call Miss H had with Astrenska's medical assistance team. During this call

the handler says when Miss H visits the hospital, they will need to see a verification of benefits which Astrenska will send. The handler explains that the verification of benefits is to let the hospital know Miss H has valid travel insurance and the amount she is insured up to. The handler then tells Miss H they will need a medical report as they can't validate or move forward without this.

Whilst Astrenska has said the verification of benefit isn't a guarantee of payment, I think it could have done more to set Miss H's expectations about the claim process. Whilst it said it would need a medical report to validate, it didn't explain what it meant by this, or that it would need to review the circumstances before it could guarantee treatment costs were covered. I think Miss H was given the impression she had a valid insurance policy which would be covering the cost of her treatment.

So, I've thought about the position Miss H would have been in had Astrenska more clearly set her expectations about the claim process. Based on the evidence provided, I'm persuaded it's more likely than not Miss H would have still visited the hospital for treatment.

Miss H had said she was severely distressed at the time and was considering booking a flight home to seek medical treatment in the UK. However, she had visited an optician who had recommended Miss H visit a hospital for further checks. Even if Astrenska had told Miss H it would need to validate her claim before it could guarantee her medical expenses would be covered, I think it's more likely Miss H would have still visited the hospital as advised, rather than take a long-haul flight back to the UK with an undiagnosed medical concern. Particularly given neither she, nor Astrenska would have been aware at that time her claim would later be declined.

So, whilst I think Astrenska could have more reasonably set Miss H's expectations about the claim process, I don't think this has led to Miss H incurring medical expenses she otherwise wouldn't have done. Therefore, I don't require Astrenska to cover these costs.

I think Astrenska failing to appropriately set Miss H's expectations has caused her some unnecessary distress. I think it would have been disappointing for Miss H to learn her expenses wouldn't be covered when she was given an expectation they would be. However, I've also taken into consideration that ultimately I think it was reasonable for Astrenska to decline Miss H's claim. Taking all of the circumstances into consideration, I think the £100 compensation suggested by our Investigator is reasonable in the circumstances.

Miss H's policy includes a service which gives Miss H access to medical support whilst abroad with the ability to arrange a video or in-person consultation. The policy would then cover the cost of this consultation. Miss H has said she tried to use this service, but the consultation was cancelled by the doctor. This meant she had to visit an optician instead and incurred unnecessary costs.

I can see Miss H did attempt to use this service, but her request was cancelled as the doctor was unavailable. Whilst I acknowledge this would have been disappointing for Miss H, I don't think it would be reasonable to hold Astrenska responsible for this as it was the doctor who cancelled the request not Astrenska. And in any event, this wasn't a free service, it was something which Astrenska would cover the cost of under the terms of the policy. So, even had Miss H been able to attend this appointment rather than having to visit the optician, she would have ultimately been liable for the cost of the appointment given her claim has been declined.

I know this will be disappointing for Miss H as I know how strongly she feels she has been unfairly treated by Astrenska. However, for the reasons I've explained, I think requiring Astrenska to refund Miss H her policy premium, along with interest, and paying her £100

compensation is a fair outcome in all of the circumstances.

### **My final decision**

For the reasons I've outlined above I uphold Miss H, Mrs M, Mr M1 and Mr M2's complaint about Astrenska Insurance Limited. I require it to:

- Reimburse Miss H, Mrs M, Mr M1 and Mr M2 the £158.76 premium they paid for their policy.
- \*Pay 8% per year simple interest on this amount calculated from the date it declined the claim to the date it reimburses the premium.
- Pay Miss H, Mrs M, Mr M1 and Mr M2 a total of £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H, Mrs M, Mr M and Mr M to accept or reject my decision before 7 January 2026.

Andrew Clarke  
**Ombudsman**