

The complaint

Mr and Mrs W have complained that Astrenska Insurance Limited trading as Collinson Insurance ('Astrenska') unfairly declined their claim.

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

What happened

Mr and Mrs W bought a single trip travel insurance policy in March 2025, underwritten by Astrenska. They booked a cruise to start on 1 May 2025 but unfortunately became unwell with diarrhoea and vomiting so they cancelled their trip and made a claim. Astrenska declined the claim as it said there was no medical evidence to support that the cancellation of the holiday was necessary.

Mr and Mrs W complained and unhappy with Astrenska's response, referred their complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint and upheld it on a fair and reasonable basis, outside the strict terms and conditions of the policy, and asked Astrenska to pay the claim.

Astrenska disagreed as it said there was no medical evidence to confirm that Mr and Mrs W's cancellation was medically necessary. It referred to other decisions from this Service.

And so the case has been passed to me for a final 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.

Having done so, I agree that this complaint should be upheld. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

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.

The starting point is the policy terms and conditions. Under 'what is covered', it says:

"The death, injury, or illness of a. You, b. An immediate relative, c. A travelling companion..."

Under 'what is not covered', it says:

"Claims for illness or injury where a medical certificate has not been obtained from a medical practitioner confirming it was necessary to cancel the trip."

So in order for a claim to be valid, Mr and Mrs W had to be unwell and would need to provide a medical certificate confirming it was necessary to cancel their trip.

Mr and Mrs W have provided a medical certificate stamped with a date of 30 April 2025 (the date Mrs W asked the GP to complete it) and is dated 7 May 2025 (the date the GP completed it) confirming what they told the GP. The certificate confirms the GP wasn't consulted about the patient's intention to travel and is silent on whether or not Mr and Mrs W were fit to travel. However, Mr and Mrs W have provided other evidence to show that they were unwell and that they had called Astrenska before the trip started to inform it of their illness.

The evidence

- Mrs W called Astrenska and was asked whether she had a medical report from her doctor confirming she was unfit to travel. She responded no because both Mr and Mrs W had diarrhoea and sickness. Mrs W has said she knew she wouldn't be able to see her GP as her symptoms were contagious and said she would ring the doctor.
- The adviser told Mrs W that a form would need to be completed by the doctor. So Mrs W took the form to the doctor and asked for it to be completed, in line with the adviser's guidance.
- Mr and Mrs W have provided a number of WhatsApp messages from the days before the start of their cruise which confirm they had a 'bug', a temperature, a headache and that they felt tired and nauseous.
- The GP did complete the form and noted "*D&V allegedly*". The GP also confirmed they weren't consulted before. But that is because Mrs W did as she was advised and provided the form to the receptionist for the GP to complete. Had Mrs W spoken to the GP over the phone and told the GP of the same symptoms she had described to her friends on WhatsApp, I see no reason why the GP wouldn't have agreed that cancellation was necessary.

Strictly speaking, Mr and Mrs W don't have a medical certificate confirming cancellation was necessary. But I think it's fair and reasonable to depart from a strict application of the terms and conditions in this specific case because Mr and Mrs W have provided evidence that they were suffering symptoms of a contagious illness, they did contact Astrenska before the start of the trip and they did have the form completed by the GP as advised by the agent on the telephone. It's unfortunate that Mrs W didn't consult with a GP to record her symptoms which is strictly what she should have done. But I think it's fair and reasonable for Astrenska to pay Mr and Mrs W's cancellation claim in this case.

I note Astrenska has referred to another case and I can confirm I have reviewed the details of that case. But each case is decided on its own specific facts and I am satisfied that in this case, it would be fair and reasonable for Astrenska to treat the claim as covered under the cancellation section, for the reasons explained above.

My final decision

I uphold this complaint and direct Astrenska to treat the claim as covered under the cancellation section and pay it for both Mr and Mrs W, subject to the remaining terms and conditions of the policy including any applicable excess.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 30 January 2026.

Shamaila Hussain

Ombudsman