

## The complaint

Mrs K and Mr S complain that Astrenska Insurance Limited declined their travel insurance claim and about its service. My references to Astrenska include its agents.

As Mrs K has taken the lead on the claim and complaint I'll refer to Mrs K to include both complainants unless the facts require otherwise.

## What happened

Mrs K and Mr S had travel insurance insured by Astrenska. On 24 April 2025 their flight from the UK to India was delayed which meant they arrived later than scheduled at an airport in India, which I'll refer to as D. They missed their connecting flight to a place within India, which I'll refer to as A. The airline transferred them to the next available flight to A. Mrs K told Astrenska there was a total delay of 2 hours 48 minutes. Mrs K says as they arrived at A later than planned their family could no longer collect them from the airport so they got a taxi. They claimed on the policy for the taxi cost.

Mrs K and Mr S' return flight from A to their local airport in the UK had been scheduled for 12 May 2025 at 14.30. But on 10 May 2025 the airline emailed them that the flight was cancelled due to '*closure of airports as mandated by aviation authorities*'. Their flight was rescheduled to depart from D where Mrs K and Mr S took a flight to another airport, where there was a 2 hour 20 minutes delay. Then they took a flight to London which arrived at 22.10 instead of the scheduled 20.20. Mrs K said there'd been a delay from their original flight totalling 27 hours 25 minutes. They paid for taxis to take them from A to D and from the London airport to their home, which they claimed on the policy.

Astrenska declined the taxi cost relating to the 24 April flight saying the delay wasn't long enough for the delay benefit to apply under the policy terms. Its final response letter added that under the 'Missed departure' section of the policy there was cover for extra travel costs to reach Mrs K and Mr S' destination but their destination was the airport at A and not their accommodation in A. The taxi cost to their accommodation wasn't covered.

Astrenska declined the claim relating to the 12 May flight as it said the flight was cancelled due to the hostilities between India and Pakistan and those circumstances were excluded by the policy terms. Its final response letter added that the policy excluded costs that Mrs K and Mr S could recover elsewhere and told them to contact the airline which should pay them the costs they incurred.

Mrs K and Mr S complained to us that Astrenska's decision was unfair. In summary Mrs K said:

- The Foreign, Commonwealth & Development Office (FCDO) had issued advice that the hostilities between India and Pakistan ended on 10 May 2025 which was 48 hours before their cancelled flight. The airline didn't say the 12 May flight was cancelled due to war.
- Astrenska had acted contrary to Financial Conduct Authority (FCA) regulatory requirements in ignoring the FCDO and airline evidence she'd provided, which she said supported her point, and wrongly applying the policy wording.
- Astrenska had acted contrary to the Consumer Rights Act 2015 in unfairly using the 'war exclusion'.
- Astrenska had unfairly delayed a resolution as it wanted 40 days to review their complaint despite it having all the evidence to support the claim.
- They want Astrenska to pay the £75 taxi cost to their accommodation in A, £135 for the taxi to the airport at D and £225 for the taxi from the London airport to their home, plus interest. They also want Astrenska to pay £500 compensation for their distress and inconvenience caused by its service.
- Astrenska should retrain its staff on exclusions and evidence rules, audit all claims it declined due to the 'war exclusion' since January 2025 and provide written confirmation of changes it had made.

Our Investigator said Astrenska had reasonably declined the claim relating to the outbound flight. She considered Astrenska had reasonably declined the claim relating to the inbound flights as Mrs K and Mr S needed to show they'd tried but failed to recover the costs from the airline and hadn't done so. Our Investigator explained our Service isn't the regulator, so we don't have the power to tell a business to retrain their staff or perform an audit.

Mrs K and Mr S disagreed and wanted an Ombudsman's decision. In summary Mrs K added:

- The 'Missed departure' policy wording covered their claim for the taxi cost to their accommodation in A. The purpose of the cover was to pay for additional costs due to a travel disruption to get them to their final destination, which wasn't an airport terminal.
- Astrenska has provided no evidence that their taxi costs from A to D and London to their home are recoverable from the airline. Airline contracts of carriage and EC261/UK261 typically don't cover such consequential ground transport costs due to re-routing.
- Their situation due to the cancellation of the 12 May flight meant they were also entitled to 'Enforced Stay' benefit. Under the policy terms the benefit was a fixed payment for the inconvenience of being delayed over 24 hours, not a reimbursement of specific transport costs. So our Investigator was incorrect to say the benefit is subject to the recoverable elsewhere exclusion. They'd met the qualifying delay period for the benefit.
- Astrenska's initial incorrect reliance on the 'war exclusion' was evidence that it didn't handle their claim reasonably from the start.

Before I made my provisional decision I asked Astrenska for some information and it responded, which I referred to in my provisional findings below.

### **What I provisionally decided – and why**

I made a provisional decision that I was intending to partly uphold the complaint. I said:

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

I've considered all the points Mrs K and Mr S have made but I won't address all their points in my findings. I'll focus on the reasons why I've made my provisional decision and the key points which I think are relevant to the outcome of this complaint.

Our Investigator correctly explained that it's not this Service's role to tell a business to retrain their staff or perform an audit.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. My role is to decide if Astrenska reasonably declined the claim and provided fair service.

#### *Costs and benefits claimed relating to the outbound flight on 24 April 2025*

The policy pays delayed departure benefit, subject to the policy terms, if Mrs K and Mr S' flight had been delayed for 12 hours. I've seen no evidence that the flight from the UK or the connecting flight were delayed for 12 hours or more. Mrs K told Astrenska there was a total delay of 2 hours 48 minutes. So I'm satisfied Astrenska reasonably said the delay benefit wasn't payable, which I think Mrs K accepts.

The 'Missed departure' section of the policy says:

*'We will pay you up to the amount shown in your policy Schedule for the extra accommodation and travel costs you have to pay to reach your destination if you arrive at the final point of departure too late to board the ... aircraft ... in which you are booked to travel on your outward journey or on the final part of your return journey as a direct result of:*

- 1. Failure of scheduled public transport services; or*
- 2. Delay to a connecting scheduled flight; ...'*

The only reason Astrenska has given to decline payment of the taxi cost under the 'Missed departure' section is that the extra travel costs incurred had to relate to Mrs K and Mr S getting to the airport at A, not their accommodation at A. There's no definition of '*your destination*' so I think it's reasonable for me to consider the ordinary meaning/dictionary definition - the place to which someone is going. For Mrs K and Mr S that was their accommodation once they landed at A. I can't see this policy excludes taxi costs in their circumstances. But the policy does exclude:

*'any payment which you would normally have made during your travels and/or which does not fall within the events insured under the terms of this policy'.*

I'd only think it reasonable for Astrenska to pay the taxi costs to Mrs K and Mr S' accommodation in A if they could show Astrenska that they weren't always going to incur taxi or similar costs to get to the accommodation, otherwise it's not an extra travel cost.

I think the fair outcome is for Astrenska to assess the claim for Mrs K and Mr S' taxi costs to their accommodation in A. As part of the assessment it can reasonably ask Mrs K and Mr S for evidence that: their family were going to collect them from the airport for the earlier flight and why they couldn't collect later on; details about the time Mrs K and Mr S arrived at the airport at A; the length and time of journey to their accommodation and why it wasn't possible for them to get cheaper transport, for example a bus.

#### *Costs and benefits claimed relating to the cancelled flight of 12 May 2025*

Before I made my provisional decision I asked Astrenska to clarify whether or not it was relying on what Mrs K has referred to as the 'war exclusion' in the policy to decline the claim relating to the cancelled flight of 12 May 2025. My reading of its final response letter was that Astrenska was giving the exclusion for costs recoverable from elsewhere as an additional, rather than an instead of, reason for its decline decision. I haven't seen evidence that Astrenska accepted it couldn't rely on the 'war exclusion'.

Astrenska has confirmed it is still relying on the 'war exclusion'. It's referred to Mrs K's email to it of 16 May 2025 which said the flight of 12 May 2025, from A to her local airport in the UK *'was cancelled due to the India/Pakistan conflict and closure of airport'*. So I'll first consider whether Astrenska reasonably relied on that exclusion.

Under 'General Exclusions' the policy says:

*'The policy doesn't cover the following:*

*2. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:*

- a. war;*
- b. invasion;*
- c. act or acts of a foreign enemy;*
- d. hostilities or warlike operation or operations (whether war has been declared or not);*
- ...*
- j. any action taken to prevent, control or suppress, or which in any way relates to, any of the above;...*

The exclusion is much wider than excluding claims caused by war. The policy also doesn't cover any *'consequence whatsoever which is the direct or indirect result of'* or *'anything connected with'* *'hostilities or warlike operation or operations'* *'whether or not contributed to by any other cause or event'*.

I think Astrenska could reasonably understand from Mrs K's comment that the flight was *'cancelled due to the India/Pakistan conflict and closure of airport'* that the flight cancellation was the result of, or connected to, *'hostilities or warlike operation or operations'* and so the exclusion applied.

Following Astrenska's decline of the claim Mrs K referred to information on the FCDO's website and the email from the airline informing them of the flight cancellation, which she says support her view that Astrenska was unreasonable to rely on the above exclusion.

The email from the airline is dated 10 May at 6.32 British summer time (BST) and says:

*'Update related to flight (number given) from (A) to (local UK airport) on 12 May 25. Your flight has been cancelled owing to closure of airports as mandated by aviation authorities'.*

The undated extract from the FCDO's website Mrs K provided says:

*'India-Pakistan tensions*

*Following military exchanges which began on 7 May, the Government of India stated on 10 May that India and Pakistan have agreed to stop military action. FCDO continues to monitor the situation closely'.*

Mrs K says the FCDO confirms hostilities ceased 48 hours before the flight cancellation. But the airline cancelled the 12 May flight on 10 May, the same day as the Indian government's statement that India and Pakistan agreed to stop *'military action'*. I've looked at the statement from the Foreign Secretary of the Indian government dated 10 May 2025 on the website of the Ministry of External Affairs which says:

*'The Director General of Military Operations of Pakistan called the Director General of Military Operations of India at 1535 hours IST earlier today. It was agreed between them that both sides would stop all firing and military action on land and in the air and sea with effect from 1700 hours Indian Standard Time today'.*

I understand that on 10 May 2025 17.00 Indian Standard Time (IST) is 12.30 BST. The airline sent Mrs K and Mr S its decision to cancel the 12 May flight on 10 May at 6.32 BST. So at the time of the airline's decision to cancel the flight the agreement to stop *'military action'* between India and Pakistan hadn't been made or put into effect. The airport at A is very close to the Indian/Pakistan border. From all the evidence I've seen I think it's more likely than not that the aviation authorities' decision to close the airport at A, which caused the 12 May flight to be cancelled, was due to the hostilities between India and Pakistan. Overall on the evidence I've seen Astrenska reasonably relied on the above exclusion to decline the claim relating to the cancellation of the 12 May 2025 flight.

I don't need to go on to consider whether Astrenska could also reasonably decline the claim using the 'General exclusion' *'13. Costs recoverable elsewhere'* as Astrenska only needs one reason to decline the claim. I note Mrs K's comments that fixed benefits payable under policy aren't subject to costs being recovered. But I don't need to consider that point further because as I think Astrenska reasonably applied the *'hostilities or warlike operation or operations'* exclusion that means *'any consequence'*, which would be any payable benefits, are excluded.

Mrs K says Astrenska acted contrary to the Consumer Rights Act 2015 in relying on the *'hostilities or warlike operation or operations'* exclusion. It's for a court to decide whether a business is in breach of legislation. I've explained above why I think Astrenska can reasonably rely on the exclusion. Such an exclusion isn't unusual for travel insurance policies.

As to service, although I think Astrenska should reassess the taxi cost to Mrs K and Mr S' accommodation in A that doesn't itself mean that Astrenska gave poor enough service that a compensation award for Mrs K and Mr S' distress and inconvenience is fair. Mrs K and Mr S would always have complained to us as they say Astrenska's decline of the claim for their main costs was unreasonable, and I don't think it was.

Mrs K says Astrenska unreasonably wanted 40 days to consider her complaint. The FCA rules say a business has eight weeks after its receipt of a complaint to send its final response letter. Astrenska received Mrs K and Mr S' complaint on 17 June 2025 and sent its final response on 11 July 2025 so well within the eight weeks and Mrs K and Mr S had already complained to us by then'.

### **Responses to my provisional decision**

Mrs K and Mr S accepted my provisional decision. Astrenska didn't respond by the date we gave it to respond.

### **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.

As Mrs K and Mr S have accepted my provisional decision and Astrenska didn't respond to it I've no reason to change my mind. For the reasons I've given in my provisional findings and these findings I partly uphold this complaint.

I think the fair and reasonable outcome of this complaint is for Astrenska to assess the claim for Mrs K and Mr S' taxi costs to their accommodation in A. If the parties don't agree on the outcome of that assessment Mrs K and Mr S can complain to Astrenska and ultimately make a separate complaint to us on that matter.

### **My final decision**

I partly uphold this complaint and require Astrenska Insurance Limited to reassess Mrs K and Mr S' claim for taxi costs to their accommodation in A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr S to accept or reject my decision before 27 February 2026.

Nicola Sisk  
**Ombudsman**