

## **complaint**

Mr T is unhappy that having made a claim under his travel insurance policy, Astrenska Insurance Limited (trading as Aria Insurance Limited);

- charged an excess when he made a claim for lost money
- refused to pay him costs for hotel accommodation.

## **background**

Mr T booked flights with a scheduled stopover (of about 18 hours) and during the stopover he booked hotel accommodation. He asked Aria to refund the cost under his travel policy. Mr T also lost some personal money and claimed for this loss too.

Aria paid the claim for lost money applying the policy excess. It said though that the accommodation cost was not payable under the policy as it was known by Mr T that he was stopping overnight.

The adjudicator explained his view that Aria had not done anything wrong; Aria was entitled to apply the policy excess to the first part of a claim under the policy and this is what happened with the lost money. He also explained that the policy only covered travel and accommodation costs in specified emergencies or unexpected events. In this case he said that Mr T always knew the times he would be in the stopover location and so the costs were not a result of an emergency or unexpected event. The adjudicator acknowledged that Mr T had, during the investigation, said his wife was ill which is why he paid for accommodation. However, the adjudicator noted that no medical evidence had been provided to show that accommodation was medically necessary.

Mr T disagrees with the adjudicator's view and has asked for an ombudsman to review his case.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

### *lost money*

An excess is the first part of a claim that an insured person pays and this is standard practise across the insurance industry. The policy summary clearly shows that an excess of £100 is payable when Mr T makes a claim for lost money. This is the amount Aria applied to Mr T's claim and so I am satisfied it has acted fairly and reasonably.

### *accommodation cost*

These costs are only covered in certain circumstances. When Mr T made his claim he did not put forward any reason other than he thought his travel insurer should cover the cost as the airline would not. There is no reason why Aria should have paid a claim on this basis. Mr T booked the flights and has provided details of his booking. It shows the stopover commencing at 11:20pm and the next flight leaving at 3:45pm the following day. It was clearly apparent that he may need hotel accommodation overnight so it would not be fair to ask Aria to pay this cost.

Mr T has said that his wife was ill at the time which is why he booked accommodation. There is no evidence that Mr T's wife's condition was such that it was medically necessary for her to stay in accommodation. I am satisfied that Aria acted fairly, reasonably and in line with the policy when refusing to pay this part of Mr T's claim.

**my final decision**

My final decision is that I do not uphold Mr T's complaint and make no award against Astrenska Insurance Limited (trading as Aria Insurance Limited).

Sean Hamilton  
**ombudsman**