

## **The complaint**

Mr and Mrs E have complained that Astrenska Insurance Limited (trading as Collinson Insurance) declined a claim they made on their single trip travel insurance policy.

## **What happened**

Mr and Mrs E were due to travel on the Eurostar on 25 March 2023 and then catch a connecting train to their destination. But on 24 March 2023 they were notified that their connecting train had been cancelled due to industrial action.

Mr and Mrs E therefore decided to travel to their destination via an alternative route. They took a train to the airport, flew, and then arranged a transfer to their destination. They are claiming for the costs of the train, the flights and the final transfer, totalling £1,066,93. Astrenska declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that Astrenska had acted reasonably in declining the claim. Mr and Mrs E disagree with the investigator's opinion and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on Astrenska by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Astrenska to handle claims promptly and fairly, and to not unreasonably decline a claim.

Having done so, I've decided not to uphold the complaint and I'll explain why. The policy terms set out when different elements of the cover start and end. For single trips it states:

*'From the time of buying this insurance to the time you leave home to start your trip, cover is only available under Cancelling your Trip. Once you leave home to start the trip, Cancellation cover ends, and all other sections of the policy, begins.'*

Their connecting train was cancelled prior to them leaving home, when it was only the cancellation part of the cover that was active at the time. However, they did not cancel their trip and so are unable to claim under that section of the policy.

Mr and Mrs E nevertheless believe their claim should be paid under the 'missed departure and connection outside the UK' clause because 'industrial action' is in the list of what is covered.

Looking at that section of the policy, it states:

*'If you miss pre-booked transportation due to an event listed under 'What is Covered', stranding you abroad. We will pay up to the sum insured which applies to your trip and not each time your trip is disrupted.....'*

So, even if it was disregarded that Mr and Mrs E hadn't left home when the connecting train was cancelled, they still wouldn't be covered as the circumstances also don't meet the requirements of this clause.

Mr and Mrs E accept that they were not stranded abroad. But they feel that it would be fair to interpret the phrase more broadly. They say there were violent riots relating to the strikes at their transfer point, they didn't speak the language and there was great uncertainty about the availability of future trains. Therefore, it would have been irresponsible and potentially dangerous for them to undertake the first leg of their journey. It's unreasonable for Astrenska to expect them to put themselves in that position before it would consider the claim.

Of course, it was entirely understandable, given the situation, that Mr and Mrs E decided to find an alternative route to reach their destination. The question is, was what happened to them an insured event under the policy terms.

Mr and Mrs E say they are well aware that not all unfortunate circumstances are covered by any given policy and find it disrespectful that the investigator pointed that out.

The investigator was just trying to explain that the insurer is entitled to decide what risks it will accept (in return for a premium). The parameters of the cover just need to be clearly set out in the terms and conditions of the policy.

In response to our investigator's view, Mr and Mrs E have said that the contract terms are unclear and not prominent enough. Mr E says he read the terms and conditions but was unaware that cover would not be provided for situations where someone had not yet begun their trip but that some of their travel outside the UK had been cancelled. He says this scenario should be listed within the *'What's not covered?'* section of the policy. I've thought very carefully about this. I accept that this scenario is not explicitly set out under an event that is not covered. However, overall, I consider that the terms listed above are sufficiently clear, as they set out the specific events that are covered in the event of delay or cancellation. I'm satisfied that Astrenska has done enough to make policyholders aware of the restrictions in this cover relating to connecting travel.

I've also looked at the remainder of the policy wording to see if there were any other sections under which Mr and Mrs E's claim could be considered. But unfortunately, the circumstances they found themselves in don't fall within any other sections. Taking everything into account, I think it was fair and reasonable for Astrenska to decline the claim, in line with the policy terms and conditions.

### **My final decision**

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Mrs E to accept or reject my decision before 3 January 2024.

Carole Clark

**Ombudsman**