

The complaint

Mr M and Ms M complain that Astrenska Insurance Limited has turned down a curtailment claim they made on a travel insurance policy.

Mr M and Ms M are represented in this complaint, but for ease of reading, I've referred only to Mr M and Ms M.

What happened

Mr M and Ms M took out a travel insurance policy through a broker, to cover an upcoming cruise holiday. Mr M declared that he suffered from anxiety and Astrenska agreed to cover this condition.

On 26 August 2022, Mr M and Ms M travelled abroad as planned and boarded their cruise. Unfortunately, shortly before the ship was due to sail, Mr M developed symptoms of severe anxiety and had to leave the ship. He was accompanied by a relative, and they flew back to the UK on 27 August 2022. Mr M and Ms M made a claim on the policy for the curtailment of Mr M's cruise holiday and for his return travel arrangements.

Astrenska turned the claim down. That's because it said there was no evidence to show it had been medically necessary for Mr M to cut short the trip.

Mr M and Ms M were unhappy with Astrenska's decision. They said there'd been no chance to try and get a medical certificate on board the ship. And Mr M had spoken to a crisis team upon his return to the UK, who'd referred him back to his GP. Mr M was also under the care of a mental health service and he'd had an appointment with that service a couple of weeks after he'd curtailed the trip.

However, Astrenska maintained its stance, although it said that if Mr M and Ms M could provide a copy of Mr M's medical records for the 12 months prior to the purchase of the policy, it would review them.

Remaining unhappy with Astrenska's decision, Mr M and Ms M asked us to look into their complaint.

Our investigator didn't think this complaint should be upheld. He noted that in the case of curtailment, the policy terms required a policyholder to provide a medical certificate in support of their claim. And the contract terms also required a policyholder to contact Astrenska prior to making arrangements to return to the UK early. In this case, the investigator didn't think there was enough medical evidence to show it had been necessary to cut short Mr M's trip. And Astrenska hadn't been contacted before Mr M cut short his trip and incurred additional costs. So the investigator didn't think it had been unfair for Astrenska to turn down the claim. He also considered it wasn't unusual for an insurer to ask for a policyholder's medical records in claims like Mr M's.

Mr M and Ms M disagreed and I've summarised their representative's response to our investigator:

- At the time Mr M had disembarked the ship, Ms M's primary concern had been keeping Mr M safe and getting him home. She and her family hadn't been considering the precise wording of the policy at that point.
- Once Mr M had left the boat, his symptoms had resolved, so there'd been no need for him to seek medical attention.
- Due to the emergency situation, Mr M and his relative hadn't had access to the policy wording. So strict adherence to the policy terms was unreasonable.
- They felt that the medical evidence which had been provided supported Mr M's existing diagnosis of anxiety and the extreme symptoms he developed while on board the ship. The cruise operator had provided a letter which stated that Mr M had had to disembark due to his mental health and well-being.
- They felt Astrenska had been unhelpful and obstructive.
- And Mr M's accompanying relative had had their own curtailment claim paid.

The complaint's 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.

Having done so, whilst I'm sorry to disappoint Mr M and Ms M, I don't think it was unfair for Astrenska to turn down their claim and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the policy and the available evidence, to decide whether I think Astrenska treated Mr M and Ms M fairly.

I've first considered the policy terms and conditions, as these form the basis of the contract between Mr M, Ms M and Astrenska. The policy covers a policyholder cutting short their trip in the event of a medical emergency. However, the policy terms also set out a list of things Astrenska has chosen not to cover. This includes the following:

'What is not covered

- 1. Early return home claims when we did not authorise the travel arrangements.*
- 2. Claims where a medical certificate has not been obtained from the attending medical practitioner abroad confirming it was necessary to cut short the trip.'*

The 'cutting short your trip' section also includes the following term:

'For claims to be valid you must contact us before making travel arrangements back to the UK so that we can authorise additional costs to return home early.'

And page 10 of the policy says:

'Before a claim can be paid, you may be asked to provide supporting documentation to validate cover and the circumstances of the loss. The table on the next page sets out what documentation you may be asked to provide. Depending on the details of each claim we may ask for additional supporting documentation to that listed on the next page...'

Cutting short your trip – Medical reports/medical certificate.'

It's a general principle of insurance that it's a policyholder's responsibility to provide enough evidence to show they have a valid claim on their policy. In this case, Astrenska has concluded Mr M and Ms M haven't demonstrated that it was medically necessary for Mr M to cut short their trip. So I've gone on to think about whether I find this was a fair conclusion for Astrenska to draw.

I was sorry to hear about the circumstances which led to Mr M and Ms M's claim. I don't doubt how upsetting and worrying it was for Mr M, Ms M and their family when Mr M developed distressing symptoms after boarding the cruise ship. I can entirely understand why their priority was to ensure that Mr M returned to the UK safely.

However, I do think the policy terms clearly explain what a policyholder needs to do if they need to cut short a trip for medical reasons. I appreciate Mr M's relative may not have had access to the policy document at the relevant time. But I think it's more likely than not that Ms M and Mr M were sent a copy of the policy Insurance Product Information Document at the point of sale. This document set out an at-a-glance summary of cover and a list of a consumer's obligations in certain situations. This list says that a policyholder must:

'• Contact the emergency assistance service if you or anyone insured under the policy requires inpatient medical treatment, repatriation or your claim is likely to exceed £500.'

Given the cost of the curtailed holiday and Mr M's additional travel expenses, I think it should have been clear to Ms M and Mr M that the claim would likely exceed £500. And on that basis, I think Ms M and Mr M ought to have been reasonably aware of the need to contact Astrenska before cutting short the trip.

It's common ground that Mr M and Ms M didn't contact Astrenska either before Mr M disembarked or before he returned to the UK on the following day. I understand there was only a short time between Mr M developing symptoms and the planned departure of the ship. So I appreciate it might have been difficult for Mr M to see a medical officer during that time or indeed, to get in touch with Astrenska before leaving the ship. But given the emergency nature of the symptoms Mr M and Ms M have described, I think it might have been reasonable for Mr M and his accompanying relative to have sought medical attention once they'd disembarked and to have contacted Astrenska. Had they done so, it's entirely possible that they may have been able to obtain medical evidence to show it had been necessary for Mr M to cut short his trip. Or that Astrenska could have directed Mr M to seek medical attention before making any further arrangements.

I've considered the available evidence carefully. I accept that the cruise company's guest relations manager provided Ms M and Mr M with a letter saying that Mr M had curtailed the trip due to Mr M's *'Mental health and Wellbeing'*. However, I don't think I could fairly or reasonably say that Astrenska ought to treat the letter from the cruise company's guest relations manager as a medical certificate. There's no indication that a medical officer was involved in its drafting and it isn't at all clear that the guest relations manager was suitably qualified to assess Mr M's health.

Ms M and Mr M have provided us with evidence to show that Mr M contacted the crisis team two days after his return. They've also sent us letters from Mr M's GP and his mental health practitioner. These letters show that Mr M had a phone consultation with his GP on 13 September 2022 – around two weeks after he cut short his trip, and that they'd discussed episodes of Mr M experiencing palpitations and chest pain. While the GP's letter referred to Mr M's history of anxiety, panic attacks and depressive symptoms, there is no reference to any discussion about Mr M's symptoms on board the ship, or whether the GP would've thought it medically necessary for the trip to be curtailed. The mental health practitioner's report shows that Mr M consulted with them on 19 September 2022. The letter says:

'Within the appointment we discussed some of the difficulties that you have been having for quite an extensive period of time. It is very apparent that there [sic] are affecting you on a regular basis.

You informed me that you are experiencing high levels of anxiety where you feel panic symptoms such as your heart beating very fast.'

The letter refers to some of the difficulties Mr M was experiencing. But critically, there's no reference to Mr M's symptoms on board the cruise ship or whether the mental health practitioner would've found it was medically necessary for him to curtail his trip.

On that basis, whilst I'm sorry to disappoint Ms M and Mr M, I simply don't think it was unfair for Astrenska to conclude that there wasn't enough medical evidence to show it was medically necessary for Mr M to cut short his trip.

Astrenska has offered to review Mr M's medical records for the 12 months preceding the sale of the policy. I don't think this is an unfair or unusual request. In my experience, most, if not all, insurers regularly request a policyholder's GP records when assessing claims arising from medical conditions. It remains open to Mr M and Ms M to provide Astrenska with this evidence should they wish to do so.

Overall, despite my sympathy with Ms M and Mr M's position, I don't think Astrenska acted unfairly or unreasonably when it concluded that they haven't shown they had a valid claim on their policy. And so it follows that I don't think it was unfair for Astrenska to turn down this claim. I appreciate that Mr M's relative's claim was paid by another insurer. But all insurance policies include differing terms and conditions and I can't reasonably direct Astrenska to pay this claim outside of the contract terms simply because another insurer has accepted a third-party claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Ms M to accept or reject my decision before 11 October 2023.

Lisa Barham
Ombudsman