

The complaint

Miss S complains that Astrenska Insurance Limited (“Astrenska”) declined a claim she made on her travel insurance policy after she had to amend her travel plans.

What happened

Miss S has travel insurance with Astrenska. The policy provided cover for various pre-departure and post-departure risks.

In January 2021 Miss S booked a trip for her and her sister to travel to the USA in October 2022. As part of the arrangements for the trip she arranged for them to both have Electronic System for Travel Authorisation (ESTA) in order to travel. Miss S says there was nothing in the ESTA application regarding travel to Cuba.

In early October Miss S received an email from her travel provider explaining that anyone who had visited Cuba since January 2021 would no longer be permitted to enter the USA with an ESTA and instead needed a full visa. Since Miss S had previously travelled to Cuba she would now be required to obtain a full visa in order to travel as planned.

Miss S made an application for the visa but the interview couldn't be arranged until after her trip. As a result of this Miss S rearranged the trip to May 2023. She says the costs of keeping the original itinerary were significant. So, she changed the day they were due to fly and the hotel they were due to stay in as a way to mitigate the increased costs.

Miss S says she's out of pocket by £360 as a result of the changes and wants Astrenska to reimburse this amount. She says the claim would have been thousands had she not amended the booking in the way that she did. So she made a claim for the extra costs.

Astrenska declined the claim. Miss S isn't happy because the trip has cost her more for something that isn't her fault, and she thinks that's something Astrenska should cover her for. So Miss S complained.

Astrenska said under the terms of the policy it specifically excludes situations where there is a failure to have the required visa to travel, or for claim arising due to the government legislating to prevent or limit travel by revoking visas. Miss S didn't agree so she referred her complaint to this service.

One of our investigators looked into things for her. She said she thought Astrenska had declined the claim fairly and in line with the policy terms and conditions. Miss S didn't agree she said she had no choice but to rearrange the trip given the issues with the visa. She says she had no control over the situation. Because she didn't agree the complaint has come 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 I've decided not to uphold the complaint. So I don't require Astrenska to do anything more.

I appreciate this will be a disappointment to Miss S. It's clear she feels strongly about the matter. I'd like to reassure her that I've considered all the information from both parties when coming to my decision.

When considering complaints such as this, I need to look at the relevant law, rules, and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Astrenska acted in line with these requirements when it declined to settle Miss S' claim.

Miss S says she has sent Astrenska proof that she couldn't have avoided what happened. She says she had three weeks' notice of the change in regulations for entry into the USA. Miss S has mitigated the costs as much as possible by amending the hotel and day of flying. And that isn't in dispute. Miss S has been open and forthcoming and acted in good faith when bringing her claim.

Unfortunately insurance policies don't cover every eventuality. For a claim to be successful the loss needs to have happened because of an insured event listed within the policy booklet. And there needs to be no exclusions that apply in the circumstances. If the loss isn't due to one of those listed events, or an exclusion applies, then the loss isn't covered.

I've reviewed Miss S's policy documents to see what cover it provides. The policy covers cancellation, abandonment, missed departure, delayed departure, delayed baggage, lost, stolen or damaged baggage, medical emergencies, personal accident, enforced stay, loss of passport, legal expenses, and personal money, amongst other things. The policy doesn't provide cover for any costs associated with rearranging a trip – regardless of the reason for the trip being rearranged.

Since the trip wasn't cancelled or abandoned, those sections of the policy aren't relevant to Miss S's claim. But even if Miss S had cancelled or abandoned her trip there is a specific policy exclusion which would have meant she wouldn't have been covered. That section says, *"claims arising due to a government legislating to prevent or limit travel, such as, but not limited to, prohibiting all travel or restricting travel for specified reasons, closing borders, revoking visas, or imposing lockdowns of a geographical location."*

Given this I'm satisfied Astrenska acted fairly in declining the claim.

Miss S says it's unfair that Astrenska won't reimburse her for the additional cost of changing her travel plans and I understand why she feels this way. But I am not able to compel Astrenska to accept a claim that isn't covered under the terms of the policy. And in declining the claim I can't say Astrenska acted unfairly or outside the terms of the policy.

My final decision

For the reasons explained above, my final decision is that I don't uphold this complaint. So I don't require Astrenska Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 8 December 2023.

Kiran Clair
Ombudsman