

## **The complaint**

Mr A and Mrs N are unhappy that Astrenska Insurance Limited declined a claim they made under their travel insurance policy.

## **What happened**

Mr A and Mrs N purchased a single trip travel insurance policy, which provided cover to them between 7 December 2022 and 17 December 2022, for a trip they were taking abroad. The policy provided cover for various pre-departure and post-departure risks.

Mr A and Mrs N have explained that a relative was driving them to the airport on 7 December 2022, to catch their outbound flight. But the car they were travelling in developed a flat tyre – and this wasn't fixed in time for them to get to the airport in time for the original flight. So, they missed the flight.

Because Mr A and Mrs N missed the flight they rebooked another flight, at a different airport, with the new ticket costing them £1,156. They also had to pay for long-stay car parking at this airport – which cost them £313.

Mr A and Mrs N received a partial refund for the original flights they missed, from the airline. But they've said they had still suffered a loss, due to purchasing new flights and needed to park the car at the airport. Mr A and Mrs N therefore made a claim under their travel insurance policy.

Astrenska considered this claim but didn't agree to provide settlement for the loss. It said that in order to successfully claim for missed departure, Mr A and Mrs N needed to evidence that their loss was because of a reason covered under the missed departure section of the policy.

Astrenska said Mr A and Mrs N hadn't provided evidence that the reason they missed their flight was because of vehicle breakdown, which was a covered reason for missed departure.

Astrenska said to reconsider the claim it would need to see supporting evidence of the vehicle breakdown causing the missed departure. It listed supporting evidence as:

- Police or motoring authorities reporting stating any delay and the cause
- Evidence of vehicle recovery or repair
- Evidence of the costs of additional accommodation and transport.

Mr A and Mrs N didn't feel this was fair. So, they raised a complaint about this. Astrenska considered the complaint and maintained its position on the matter, saying it had declined the claim correctly at this time. But that Mr A and Mrs N's claim was potentially covered under missed departure, if they could provide evidence that the incident occurred – as per the bullet points above.

Mr A and Mrs N remained dissatisfied, and so referred their complaint to this service for an independent review.

Our investigator considered this complaint and didn't think it should be upheld. They said Astrenska had currently declined the claim in line with the policy terms and had reasonably asked Mr A and Mrs N for evidence to support their claim.

Mr A and Mrs N didn't agree. They raised a number of different points – explaining why they didn't agree. This included:

- That Mr A and Mrs N had evidenced they had booked a new flight, and incurred car parking charges, at substantial expense and effort to them
- That they felt it was unfair for there to be a requirement for the flat tyre to have been reported to authorities.
- That their relative didn't have a vehicle recovery policy, and there were no terms in the travel insurance policy that specified this had to be the case.
- There were no terms in the policy to say that they weren't allowed to use a private car to travel to the airport.

Because Mr A and Mrs N didn't agree, this complaint has been referred 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 this complaint. So, I don't require Astrenska to do anything more.

I appreciate this will be a disappointment to Mr A and Mrs N. It's clear they feel strongly about the matter. But I'd like to reassure the parties that I've considered all information from both parties when coming to my decision. However, in my decision I've only referred to what I consider necessary to explain my reasoning. That isn't intended as a discourtesy. But is instead a reflection of the informal information nature of this service.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that 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 Mr A and Mrs N's claim.

I've also reviewed Mr A and Mrs N's policy documents, to see what cover this provides. From doing so, I can see that Mr A and Mrs N's policy does provide cover for missed departure, in certain circumstances.

This section explains it will cover additional travel and accommodation costs if departure from the UK is missed for several reasons, including the following:

*"The vehicle **you** are travelling in is involved in an accident, breaks down, is delayed by an incident that causes traffic jams or road closures."*

Mr A and Mrs N have explained their loss is covered by the above – because the car they were in broke down – it got a flat tyre on the way to the airport.

Astrenska doesn't dispute the above is a covered reason under the policy. So, I haven't needed to consider the point any further. But Astrenska has said Mr A and Mrs N need to provide evidence to show this covered reason happened in their case, for the claim to be accepted. So, I've thought about whether that is a reasonable thing for Astrenska to require. And I'm satisfied it is.

I say this because it is the duty of the policyholder to prove they have a valid claim under the policy. And the policy clearly explains what evidence is needed to support a claim for missed departure. It details this as the following:

- Police or motoring authorities reporting stating any delay and the cause
- Evidence of vehicle recovery or repair
- Evidence of the costs of additional accommodation and transport.

Mr A and Mrs N haven't provided any documentary evidence to support their claim at this time, in line with the above. For that reason, I think Astrenska acted fairly in saying the loss hasn't been proven at this stage, and in declining the claim.

Mr A and Mrs N have said their relative didn't have vehicle recovery insurance, and the matter wasn't notified to the police or motoring authorities. So, they don't feel it is fair for Astrenska to require these things. But the above list doesn't mean Mr A and Mrs N need to provide everything noted there. Instead, they need to provide the things relevant to their particular circumstances.

So, whilst they may not be able to provide evidence of a recovery, or of notification to the authorities, there are other pieces of evidence the policy says Mr A and Mrs N can provide to Astrenska for it to reconsider the position.

The above list says that Mr A and Mrs N can provide evidence of a repair being undertaken – so evidence of the tyre being repaired or changed/replaced after the flat tyre, whether this was done by a recovery agent or privately. I don't think it's unreasonable for Astrenska to require those things – given this would evidence the situation Mr A and Mrs N have explained.

Mr A and Mrs N have also said that there is nothing in the policy to say they can't use a private car to travel to the airport. But I'm aware this isn't being disputed. Astrenska just need evidence, as detailed above, in order to evidence what happened during the private car journey. So, this point doesn't alter the outcome of this complaint.

### **My final decision**

Given the 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 Mr A and Mrs N to accept or reject my decision before 27 October 2023.

Rachel Woods  
**Ombudsman**