

## **The complaint**

Miss R is unhappy with Astrenska Insurance Limited trading as Collinson Insurance's decision to decline her claim.

## **What happened**

Miss R had travel insurance with Astrenska. She was on a cruise when she was injured whilst on an excursion and required stitches in her left leg. Miss R said she was injured because of the cruise operator's negligence. Miss R explained that she was unable to enjoy the remainder of her trip because of her injuries and so she'd like compensation to reflect her loss. She also said she'd like Astrenska to replace her shoes that were damaged and her associated stationary costs for making her claim.

Astrenska said it declined Miss R's claim because the policy didn't cover loss of enjoyment. It acknowledged the difficulties she experienced but said the cost of replacing her shoes wouldn't cover the cost of her excess and so it maintained its decision to decline her claim.

Our investigator thought that was fair. She said the policy doesn't cover loss of enjoyment and so there wasn't any cover available in the circumstances.

Miss R, unhappy with that, requested an ombudsman to issue a final decision. In summary, she said, she'd like compensation for the remaining 11 days she was unable to participate in the activities she had planned. This included dancing, swimming and sunbathing. Miss R also said she was unable to wear her formal dresses because of the wound. And so, it's now for me to make a final 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.

Having done so, I've decided not to uphold it. My reasons for doing so are similar to those already explained by our investigator in that I'm satisfied Astrenska declined Miss R's claim fairly because there's no cover for loss of enjoyment under her policy. I'll explain why.

The rules say Astrenska must not decline a claim unfairly. It must also assess claims promptly. The rules are set out under the insurance conduct of business sourcebook (ICOBS) and so I've thought carefully about Astrenska's obligations under these rules. I'm satisfied Astrenska handled Miss R's claim fairly and promptly because it acted within the policy terms and gave an answer within 11 days of receiving the claim – which I thought was fair.

For clarity, it might be helpful if I explain Miss R's policy is a travel insurance policy with medical cover. It's important to recognise this policy doesn't cover loss of enjoyment, nor does it cover legal expenses to sue the tour operator. Miss R made arguments about the reason the accident occurred, but they're not relevant here. I say that because I'm not considering a claim against the tour operator, or a public liability claim. This complaint, put

simply, is whether Astrenska should have considered a curtailment claim because Miss R was injured to such a degree, she was unable to continue her trip.

Having carefully considered the available medical evidence, I'm satisfied it wasn't medically necessary to curtail Miss R's trip. I say that because I've seen no medical evidence that suggested she was immobile, or in need of inpatient hospital treatment following her accident. It was unfortunate Miss R was injured and that her leg required stitches, but there wasn't any medical need to curtail the trip and I note there's no medical evidence that suggested otherwise. I note Miss R was treated by the on-board physician and that she attended some follow up sessions for dressing changes and monitoring, but I'm satisfied there was no medical need to curtail the trip. So, I'm satisfied Astrenska handled that part of the claim fairly.

Turning to Miss R's arguments about not being able to enjoy the full experience of her planned trip, whilst sympathetic, I don't think it'd be fair to hold Astrenska responsible for that. I've carefully considered her policy and I'm satisfied there's no cover for loss of expectation, or loss of enjoyment, which is effectively the reason for Miss R's claim. She wasn't confined to her cabin and there was no medical reason to curtail the trip. Therefore, her claim is about loss of enjoyment because she couldn't participate in some of the activities on offer. Travel insurance typically doesn't cover claims arising for those reasons and so I'm satisfied with the answer Astrenska gave there too.

Miss R's other arguments about replacing her damaged shoes aren't upheld either. The reason for that is because Astrenska's terms say it won't be liable for the first £75 of any claim and I've not seen any persuasive evidence that successfully challenges that term. Astrenska said it'd consider a claim for that should Miss R provide it with evidence – which I thought was fair. I should also say Astrenska isn't responsible for Miss R's stationary costs. I say that because it's Miss R's responsibility to show she has a valid claim and so any costs incurred should be hers.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 19 September 2023.

Scott Slade  
**Ombudsman**