

## **The complaint**

Mr H and Ms Y have complained that Astrenska Insurance Limited trading as Collinson Insurance ('Astrenska') unfairly declined their travel insurance claim.

## **What happened**

Mr H and Ms Y had a travel insurance policy, underwritten by Astrenska.

They made a claim for flight costs when their airline cancelled their outbound flight. This meant they missed their connecting flights and had to pay for and book new flights.

Astrenska said they weren't covered. Mr H complained and unhappy with Astrenska's response, referred the complaint to the Financial Ombudsman Service.

Our investigator looked into the complaint but didn't think Astrenska had done anything wrong. It had asked for evidence of the reasons for the flight cancellation which was reasonable.

Mr H disagreed and asked for an Ombudsman's decision. He said he had specifically bought additional cover for flight disruption and so his claim should be paid.

And so the case has been passed to me for 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 don't think this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.
- Mr H says the cancellation section of the policy applies. But this only applies if a trip is cancelled. Mr H's trip wasn't cancelled, his outbound flight was cancelled by the airline. So the appropriate section for cover would be the 'delay' section.
- Astrenska has asked Mr H to provide specific details from the airline about the reasons for the flight cancellation so that it can consider whether there is any cover under the 'delay' section. The delay section provides specific reasons when the claim would be covered. The letter from the airline gives 'operational' as the reason for cancellation. Astrenska has said this is vague and it needs something more specific which confirms what the operational reason was. I don't think this is unreasonable as it needs to check the reasons against the specific events listed in the policy terms and conditions.
- Mr H suggests that operational reasons were a shortage of crew and this is covered

under the policy. But I haven't seen any evidence that gives this reason so Mr H will need to obtain confirmation from the airline and provide it to Astrenska if he wants his claim considered further.

- Astrenska also provided advice about a claim under EU261 which I think was appropriate as his airline cancelled the flight. That claim may or may not be successful but Astrenska is only responsible for what is specifically covered under the terms of the policy.
- Mr H says he purchased additional trip disruption cover and so his claim should be covered. Astrenska has said that the additional cover was bought after Mr H knew his flight would be cancelled and so his claim wouldn't be covered under this section. Mr H says this is incorrect. I have looked at the trip disruption section which only provides cover if Mr H is unable to get a refund elsewhere. In addition, it doesn't provide cover if the policy was bought knowing that there may be a need to claim. So I don't think Astrenska has acted unreasonably so far.
- Mr H says he is still waiting for the airline to provide confirmation and the complaint should be kept open. The complaint cannot be kept open indefinitely. I have reviewed Astrenska's actions up to 24 August 2023 when it responded to our investigator with additional information about the policy. If Mr H obtains further information, he should provide this to Astrenska to review. If he is unhappy with Astrenska's actions after he has provided additional information, he would need to raise a new complaint.
- Overall, based on the information Astrenska received, I don't think it has unfairly declined the claim. But if Mr H or Ms Y provide additional information, I would expect it to review this and respond.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Ms Y to accept or reject my decision before 1 November 2023.

Shamaila Hussain  
**Ombudsman**