

The complaint

Ms H and Ms H have complained Astrenska Insurance Limited trading as Collinson Insurance declined a claim for cancellation, they made under their travel insurance policy. They have also complained about delays in providing them with an answer.

Any reference to Astrenska includes its agents. Additionally whilst the policy covered both Ms H and two others, I have only referred to Ms H below as she claimed under the policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. In summary Ms H was due to go on holiday but was admitted to hospital two days before her flight. Some hours after her admission to hospital she purchased the policy under which she subsequently claimed.

Our investigator didn't recommend that the complaint be upheld. Ms H appealed.

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 agree with the conclusions reached by the investigator for these reasons:

- Ms H was in hospital when she took out travel insurance for herself and others. I accept at that time she didn't know whether she would be admitted. Nevertheless she was unwell and in hospital. She was subsequently admitted. The policy she purchased doesn't automatically cover pre-existing medical conditions. It specifically states that there is no cover for *'any reason you know about when buying the policy... that may cause you to make a claim'*. In the circumstances I don't find that Astrenska treated Ms H unfairly or unreasonably in declining her claim as she was in hospital with the condition she ultimately claimed for when she purchased the policy.
- I understand that Ms H wasn't immediately admitted to a hospital ward – but I don't find that this makes any difference. This is because Ms H was in hospital with the condition she claimed for when she took out the policy – as explained above.
- It's clear that the matter has been frustrating for Ms H and she didn't get an answer from Astrenska as quickly as she might have. However I've looked carefully at the circumstances and I can see that Astrenska was waiting for a hospital letter and had requested this several times. Once in receipt of the letter it was able to respond expediently to Ms H. I appreciate that Ms H had difficulty obtaining the information requested from the NHS – but I can't hold Astrenska responsible for this.
- I'm sorry to disappoint Ms H. She was due to go on an expensive holiday and wasn't able to travel though no fault of her own. I understand the other Ms H and a child did travel and were covered by the policy. But I don't find Astrenska treated Ms H unfairly

as her claim isn't covered by the policy she purchased for the reasons I've set out. It follows that I don't require Astrenska to make any payment to Ms H or to refund the policy premium paid, as although the claim was not accepted, the policy was in force and cover was provided.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H and Ms H to accept or reject my decision before 7 August 2023.

Lindsey Woloski
Ombudsman