

## The complaint

Mr B complains that Astrenska Insurance Limited rejected his travel insurance claim unfairly.

## What happened

Mr B was due to catch a flight from the Netherlands to the UK. He says he arrived at the airport within the required time but that the airline staff wouldn't allow him to check his bag in. This led to him having to purchase a replacement flight.

Unfortunately, the replacement flight was then delayed and so he missed the onward coach travel from the UK airport. Mr B claimed for his losses, but the claim was rejected.

Astrenska said if the airline staff denied him from checking in his bag – despite him being on time – then that wouldn't be covered under his policy. But Mr B also said the train he caught to the airport in the Netherlands was delayed due to the doors not opening on arrival. So that was a factor too, and he believes that is covered.

Astrenska said for a claim of that nature to be successful, Mr B would be required to obtain evidence from the train company. They also said the coach travel couldn't be claimed due to the replacement flight being delayed as the delay was less than the four-hour timescale stipulated in the policy.

An investigator here looked into the matter, they felt Astrenska had applied the terms and conditions of the policy fairly in rejecting Mr B's claim, because he hadn't been able to give them the required evidence.

Mr B maintained this was unfair, so the matter has been passed 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.

I'm sorry to disappoint Mr B but I'm not upholding his complaint. That isn't to say I don't understand why he feels he's been treated unfairly, it's just that Astrenska have applied the terms and condition of the policy reasonably.

If, as Mr B has said, he arrived in time to check his bag in at the airport – but was denied from doing so – then that would be an issue between him and the airline. I wouldn't expect an insurer to cover such a scenario.

The policy does cover missed departure, but only in certain circumstances. This is quite usual for travel insurance policies and, in general, it is for the claimant to demonstrate that they have a valid claim by providing what's required in the terms and conditions of the policy.

The relevant condition in this case says:

***“You must have written confirmation from the **public transport carrier** [in this case the train***

*company] or its agents confirming the reason for their not running to timetable and the length of the delay including departure time...”*

Mr B says he tried to obtain this but had difficulty in doing so, in part due to the company being abroad. The purpose of this condition is so the claimant can demonstrate that the missed departure was out of their control. I don't consider this to be unfair and while I do appreciate the difficulties in obtaining such evidence from a company abroad, I don't think it is impossible – especially as Mr B says they confirmed the delay to him over the phone, they just couldn't confirm the reason.

If Mr B had been able to obtain written confirmation, even without the reason, then I'd likely have expected Astrenska to have given the claim further thought, provided the other policy exclusions could reasonably be ruled out. Especially as they seem to be for things the train company would've been aware of.

Turning to the flight Mr B was able to board, he says that was delayed and had the knock-on effect of him missing his onward coach travel in the UK. Claims can be made for travel delay in the event of them being four hours or longer, but Mr B's flight delay was around two hours.

Overall, I understand Mr B has incurred losses which he expected to be covered by his insurance. It's also clear he's found the whole experience frustrating, and it has impacted him financially. But I can't say Astrenska have treated Mr B unfairly so I can't require them to pay his claim.

### **My final decision**

It is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 January 2024.

Will Weston  
**Ombudsman**