

The complaint

Mr and Mrs W complain Astrenska Insurance Limited unfairly refused to cover all-terrain vehicle use under their travel insurance policy.

Both Mr and Mrs W are policyholders and have referred their complaint to this service. But as Mr W's been the main correspondent, and for ease of reading, I've referred to him alone.

What happened

Mr W was planning a trip abroad for a holiday. It involved time in a rural area. He discovered the main mode of transport would be by all-terrain vehicle (ATV). He checked the terms of his Astrenska travel insurance policy. He saw 'quad bikes' listed as an excluded activity. So he emailed the insurer seeking clarification on coverage for ATVs. In response it said his policy didn't cover ATV use.

He complained to Astrenska. In response it said it considered ATVs to come under the bracket of quad bikes. It said it's not something it can provide cover for when in use. Mr W wasn't satisfied so came to this service. He said he would have to take out additional insurance to cover him for when using an ATV as a means of transport. To resolve his complaint he asked that Astrenska confirm cover or reimburse the cost of additional insurance. He later took out a different policy.

Our Investigator didn't recommend Astrenska do anything differently. She felt it had demonstrated it didn't offer cover for ATV use. Mr W didn't accept that outcome. He asked that an Ombudsman consider his complaint.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr W and Astrenska have provided. Instead I've focused on the key issues. But I would like to reassure both that I have considered everything they have submitted.

I don't consider the terms of the policy to be unclear or ambiguous as Mr W claims. It provides a list of covered activities. ATV isn't included. Neither is it in a list of excluded activities. The policy reasonably requests, for potential activities that aren't listed, for contact to be made to confirm if cover is provided. That's what Mr W did, having read the terms.

Mr W's referred to various unlisted activities, giving hypothetical situations. I'm not going to address those in this complaint that is about what did happen to him. But I will say it wouldn't be practical to list, in the policy, every possible activity. And the lists do give a general indication of the level of risk involved with those that are covered and those that aren't. As examples cycling, table tennis and fishing are in. But base jumping, jet skiing and shark diving aren't.

In response to Mr W's request for clarity on ATV use, Astrenska said they're not covered. It's said its limited in what it can cover for motorcycle, quad bike type vehicles. I'm satisfied from the activities listed in the policy, and comments provided by Astrenska's underwriter, that ATV use isn't covered. I'm persuaded it isn't the type of risk Astrenska wishes to take on – regardless of whether use is primarily for transport or leisure. So I can't say its refusal to confirm cover was unfair or unreasonable.

Mr W's made various arguments about what constitutes an ATV or a quad bike. I don't think it makes a difference to this complaint. I'm satisfied Astrenska understood the basic nature and risk of ATVs even if it referred to, or considers them in the same general bracket, as quad bikes.

For the above reasons I can't say Astrenska treated Mr W unfairly or unreasonably. So I'm not going to require it to confirm cover or reimburse the cost of his new policy.

My final decision

For the reasons given above, I don't uphold Mr and Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 18 January 2024.

Daniel Martin
Ombudsman