

The complaint

Mr and Mrs L complain that Aviva Insurance Limited have unfairly declined their travel insurance claim.

What happened

Mr and Mrs L have travel insurance through their bank account. This is underwritten by Aviva.

On 10 May 2021, Mr and Mrs L travelled abroad with a return ticket booked for 28 June 2021. On 7 June 2021 Mrs L contacted Aviva as Mr L had become unwell and the doctor had advised he would need surgery. Mrs L informed Aviva that they had amended their return flight to come back on 10 June 2021 but now didn't think they would be able to travel. Aviva declined the claim as it said that Mr and Mrs L's trip had been for longer than the 31-day maximum trip duration allowed under the policy. Mr and Mrs L returned to the UK on their amended flight on 10 June 2021.

Unhappy with this outcome, Mr and Mrs L complained to Aviva. They said that they always intended to come home earlier than the originally booked flight date and had been told by their travel agent they could amend it. Aviva argued that Mr and Mrs L altered the return flight date after Mr L started to feel unwell and so it said it was likely that, if this hadn't happened, they would have stayed abroad for longer than the maximum trip duration.

Mr and Mrs T brought their complaint to this service. Our investigator looked into the matter and felt that Aviva should reconsider the claim. Although the original booked trip did exceed the maximum duration allowed by the policy, as the incident causing the claim had occurred within the first 31 days of the trip, she found that Aviva hadn't been disadvantaged.

Aviva disagreed with our investigator's view. As no agreement could be reached, 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.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

The policy terms and conditions

The policy held by Mr and Mrs L includes terms and conditions relating to the cover provided. Under the title 'Period of Insurance' the policy states:

"Cover under all other sections begins when the insured person leaves home to start the trip and ends upon returning home providing that your trip does not exceed the

trip limit of 31 days, unless you've purchased the extended trip duration upgrade (there's no cover for any part of any trip which is longer than the trip limit)"

Within the policy there is a list of general conditions and exclusions that apply to all sections of cover. Within the list of general exclusions, it states that cover won't apply for:

"Any claim for any part of any trip where the trip duration is longer than the 31 days, unless you have purchased the trip extension cover upgrade"

Has the claim been declined fairly?

There is no dispute that the trip Mr and Mrs L booked was for longer than the 31-day maximum trip duration on the policy. As detailed above, the policy doesn't provide cover for claims where a trip duration is longer than this period, unless an extension upgrade is purchased. Mr and Mrs L didn't purchase an upgrade and so, based on a strict interpretation of the terms of the policy, there is no cover for any incidents that occurred during this trip.

However, having carefully considered the situation, I don't think it would be fair and reasonable to decline this claim on that basis. I'll explain why.

Mrs L contacted Aviva on 7 June 2021 and said her husband had been feeling unwell for a few days before this. He sought medical attention on 6 June 2021, and it was at this point he was informed he needed surgery. Based on this information, it is clear that the incident which gave rise to the claim - Mr L's medical condition - did occur within the maximum trip duration. So, I'm not persuaded that Aviva was disadvantaged by the fact that the original booked trip was longer than 31 days, for which Mr and Mrs L didn't purchase an upgrade, as the incident occurred within the timeframe that it would normally provide cover. And I don't think it would be reasonable to exclude the claim based on a breach of such a policy condition when the cause of the claim isn't connected to that policy condition – in this case the maximum trip duration.

I'm aware that Aviva has referred to several other complaints brought to this service with similar circumstances which it says reached different conclusions. I have considered that evidence, but it hasn't persuaded me to not uphold Mr and Mrs L's complaint. That's because my decision is based on the individual circumstances of this case, and in light of their circumstances, and the other evidence relevant to Mr and Mrs L's complaint, I'm not satisfied it would be fair and reasonable to reject their claim on this basis.

Putting things right

Aviva needs to reconsider Mr and Mrs L's claim for medical expenses and related costs in line with the remaining terms and conditions of their travel insurance policy.

My final decision

For the reasons stated above, I uphold this complaint.

I require Aviva Insurance Limited to put things right as detailed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 4 July 2022.

Jenny Giles
Ombudsman

