

## **The complaint**

Mr and Mrs D are unhappy with how Aviva Insurance Limited handled some queries they made about their travel insurance policy. Mr and Mrs D said Aviva's responses showed the policy provided to them included unfair terms. Mr and Mrs D said they also raised further questions with Aviva, and these weren't answered, when they should have been.

## **What happened**

Mr and Mrs D had an annual multi-trip travel insurance policy, which started on 31 December 2020, and concluded on 30 December 2021. Just before this policy was due to renew, Mr and Mrs D had some questions they needed to ask Aviva about the cover provided by the policy. Mr and Mrs D said initially they weren't successful in reaching Aviva, to put their queries to it, and the policy renewed.

After renewal, Mr and Mrs D emailed their query to Aviva. Mr and Mrs D explained to Aviva that Mr D had qualified for a competitive sporting event abroad, due to take place in June 2021. They said the event would last four hours. And that they were planning to holiday in the country where the event was taking place before Mr D participating in the sport. With the holiday lasting a week.

Mr and Mrs D said they were concerned and unsure of the cover their policy would provide them in this situation. Mr and Mrs D said that Mr had looked at the policy terms, and it seemed the sport he would be participating in would be considered a multi-discipline event, and not covered under the policy. Mr and Mrs D didn't feel this was fair, as they said low-risk multi-disciplinary events, such as the one Mr D would be participating in, would be excluded from cover, and this didn't seem reasonable.

In addition, Mr and Mrs D said when they read the policy, they were unsure if the remainder of their trip abroad would be covered. Mr and Mrs D said the wording read as if the whole of their holiday wouldn't be covered – because Mr D was participating in a four-hour event during it. So, Mr and Mrs D were asking Aviva whether their policy would provide any cover at all for the trip, or would just exclude things such as death, illness and injury caused by the event Mr D would be participating in.

Aviva responded to Mr and Mrs D's queries. In terms of the event Mr D was due to participate in, Aviva confirmed this would be considered a multi-discipline event under the policy. And the policy specifically excluded cover for participating in events of this nature. Aviva said it was its decision to exclude cover for these events. And so, it had acted fairly in saying claims arising from the event Mr D was due to compete in would be excluded from cover.

In addition, Aviva said that whilst Mr and Mrs D's insurance policy did provide cover for leisure activities on a recreational and incidental basis, it didn't provide cover when the main purpose of a trip was to participate in a leisure activity. Including participating in an excluded activity such as a multi-discipline event. So, it said Mr and Mrs D's whole trip abroad in June 2021 wouldn't be covered by the policy.

Aviva did say that one of its advisors had told Mr and Mrs D that the organisers of the event Mr D was due to participate in would have insurance to cover the situation. Aviva said its advisor shouldn't have said that, not knowing if it was true. Aviva said it would be willing to provide Mr and Mrs D with compensation for this error – if they could provide evidence showing they had been inconvenienced by this incorrect information.

Mr and Mrs D didn't think Aviva's position was fair. They reiterated that the event Mr D was due to participate in was low risk. And they said that whilst the motivation for travelling abroad in June 2021, was for the event Mr D was due to complete in, the purpose of the trip wasn't simply the event – but as a general holiday too.

Later, Mr and Mrs D had further questions of Aviva. They said Mr D had qualified for another competitive event abroad, this one in September 2021. Mr and Mrs D said their initial plan was to go abroad was to support their daughter, who was participating in an event at this time, as well as to have a holiday. But, since booking the trip, Mr D had been invited to compete in an event too. So, they again raised questions as to whether they would be covered by the policy in this instance.

Mr and Mrs D has said Aviva didn't respond to their queries about the second trip. So, they assumed they had cover under the policy for this. Mr and Mrs D are unhappy Aviva didn't respond to their questions – as Aviva had said to them, in its final response letter, that if Mr and Mrs D had any further questions, they should contact it.

Because Mr and Mrs D remained unhappy with the above, they referred their complaint to this service, for an independent review.

Our investigator considered Mr and Mrs D's complaint and didn't think it should be upheld. Our investigator said Mr and Mrs D's policy was clear in saying that where the main purpose of a trip is to participate in a leisure activity there is no cover under the policy. They considered Mr and Mrs D's main purpose for travelling abroad in June and September 2021 was to for Mr D to compete in a leisure activity, and an excluded one at that. So, they didn't think Aviva did anything wrong in noting the trip in June 2021 wouldn't be covered.

Our investigator also noted that whilst Mr and Mrs D felt the events Mr D would be competing in were low risk – they were still a multi-discipline events, and Aviva had chosen not to cover those. They said this was Aviva's decision to make, and the insurance policy had made this clear.

Lastly, our investigator noted that whilst Aviva didn't respond to Mr and Mrs D's queries about a trip abroad booked for September 2021, they felt Aviva's previous responses answered this question, and felt Aviva had no obligation to respond to this further.

Mr and Mrs D didn't agree. In summary Mr and Mrs D said:

- They didn't think it made sense to exclude the events Mr D was participating in, as they considered them low risk. But they had no objections to Aviva excluding the participation in listed events in itself. They did feel however, that it was unfair for Aviva to exclude a whole trip, where such a tiny part of it (such as a four hour event), was participating in an excluded event.
- When considering going to an event, Mr D first considers where the location is somewhere they would want to holiday. If they would like to holiday there, Mr D would consider participating in the event. So, they said the main purpose of their trips was for holidays, not the events.
- When they booked their trip abroad for September 2021 Mr D hadn't been given a

place in a multi-discipline event. They were going for a holiday. The place in the event came after booking – showing the purpose of the trip was for a holiday.

- Aviva should have answered their queries about the trip in September 2021 but didn't.

Because Mr and Mrs D didn't agree, this complaint has been referred to me to decide. I issued a provisional decision to the parties. In this I said:

*"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'm intending on upholding this complaint. I've explained why below.*

*When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules say that an insurer must provide clear, fair and not misleading information on an insurance policy, in the instance of a non-advised sale. And the sale in this instance appears to be non-advised. So, I've thought about whether Aviva acted in line with these requirements. As well as whether it acted fairly and reasonably in how it dealt with Mr and Mrs D's specific queries.*

*I've reviewed Mr and Mrs D's policy to understand what cover it provides. On doing so, I can see that the policy does provide cover for a trip abroad, including for claims arising from taking part in leisure activities on an "incidental or recreational basis." So, I'm aware that leisure activities – such as leisure swimming – on a general holiday are covered by the policy.*

*But, I'm also aware that the policy has exclusions for certain activities. Page 22 of Mr and Mrs D's policy booklet explains this. It says there is no cover for losses (injury, illness, death) whilst taking part in an excluded leisure activity. Excluded leisure activities are listed. And a multi-discipline event is one of these.*

#### *Multi-discipline event*

*As above, the leisure activities section of the policy says that there is no cover whilst taking part in an excluded leisure activity. Multi-discipline events are listed as an excluded leisure activity.*

*During Mr and Mrs D's trips in both June 2021 and September 2021 Mr D was due to take part in multi-discipline events. I say this because the events were made up of more than one discipline – including swimming and cycling. As the policy doesn't cover taking part in a multi-discipline events, such as Mr D's events, I'm satisfied Aviva gave Mr and Mrs D the correct information, when it said Mr D wouldn't be covered for taking part in the event in June 2021. And I'm also satisfied it would be correct to say Mr D wasn't covered for taking part in the September 2021 event either.*

*I'm also aware the policy explains it won't provide cover for taking part in a leisure activity as a professional, or when taking part in a race, organised team competition or tournament. Both in June and September 2021 Mr D was competing in races. So, he also wouldn't be covered due to this.*

*I've thought about whether this was made clear to Mr and Mrs D when the policy was purchased. And I do think it was. Aviva provided clear, fair and not misleading information to Mr and Mrs D as part of their policy documents. Their policy booklet provides detailed information on the above. And, the fact there are some leisure activities excluded under the policy was drawn to Mr and Mrs D's attention on the Insurance Product Information Document (IPID).*

*I'm also satisfied that when Mr and Mrs D asked Aviva about the event Mr D was due to take part in, in June 2021, Aviva gave Mr and Mrs D information in line with the above policy terms. So, I don't think it did anything wrong here. And I don't intend on requiring it to do anything different here.*

*Mr and Mrs D have said Mr D now accept losses arising during/from a multi-discipline event aren't covered by the policy. Although they have highlighted, they don't agree a blanket approach to multi-discipline events is reasonable. They consider some multi-discipline events to be low risk. I appreciate what Mr and Mrs D have said here. But it is for Aviva for decide the level of risk it wishes to cover. It just must be clear about this to policyholders. As above, Aviva did make clear it wouldn't cover claims arising from multi-disciple events. So, it hasn't done anything wrong here.*

#### *Main purpose of travelling*

*Mr and Mrs D have also raised concerns that Aviva told him they weren't covered for their trip in June 2021, in its entirety, because Mr D was participating in a four-hour excluded event. And I can see that Aviva told Mr and Mrs D this was the case.*

*I've looked at Mr and Mrs D's policy in this regard and sought clarification from Aviva. And Aviva has maintained this is the case. Looking at the policy, I can see the following is noted, under the definition of Leisure activity:*

*"There is no cover at all where the main purpose of **your trip** is to take part in a leisure activity."*

*Mr and Mrs D have said their main purpose for the trips in June and September 2021 wasn't to take part in the leisure activity. Instead, Mr and Mrs D have said that whilst the competitive events might be some of the motivation for going to be a particular country, the main purpose of the trip was a holiday. Mr and Mrs D said that in June 2021, the plan was to holiday in the relevant country from three days before the event, and then take some time out of the holiday for Mr D to participate in the excluded activity.*

*And in terms of September 2021, Mr and Mrs D said they had booked to go abroad and see their daughter compete in sport and have a week's holiday. They said Mr D had no intention of competing in an excluded leisure activity whilst on holiday, at the time of booking this trip. But Mr D later got asked to complete in an event whilst there. So, Mr and Mrs D said the main purpose of the trip here was a holiday too.*

*The policy doesn't define 'main purpose.' But, using the ordinary meaning of the word, it seems to me this means the key reason for travelling. So, if the key reason for travelling was to take part in an excluded leisure activity, the whole trip wasn't covered. Mr and Mrs D were to spend the majority of the trips participating in a usual holiday – with a small part of the trips being a competitive, excluded leisure activity. Given this, I can see why Mr and Mrs D were confused as to whether Aviva intended to exclude their whole trip, or not.*

*Mr and Mrs D have said they think it unfair of Aviva to exclude cover for the whole trip, when the majority of the trip would be a holiday, no different to other policyholders. I should highlight, it isn't for this service to tell an insurer what it should and shouldn't cover. It is for Aviva to decide what risks it is willing to accept.*

*However, as above, the information provided to the policyholder needs to be clear, fair and not misleading. This being so the policyholder can make an informed choice as to whether the policy suits their needs.*

*I've thought about whether Aviva made the above exclusion to cover clear to Mr and Mrs D, at his policy renewal. And I don't think it did. As above, I don't think it is clear what Aviva considers when noting the words 'main purpose' of the trip. And, because the effect of the exclusion is to exclude an entire trip abroad, I consider that Aviva needed to bring this term to the policyholder's attention.*

*I don't think Aviva did this. The exclusion is listed under the definition of leisure activity in the policy booklet. And nowhere else. So, it isn't in a place a policyholder would usually look to understand what is excluded under the policy. The IPID doesn't refer to this exclusion either. It simply says that any leisure activity on a list in the policy documents isn't covered.*

*When Mr and Mrs D asked about the trip due in June 2021, they were provided with information to say the whole trip wouldn't be covered. But Mr and Mrs D had already taken out the policy at this point. So, it was too late for them to make an informed choice about the purchase of the policy at that point.*

*Given the above, I don't think Aviva did enough to make the above exclusion clear to Mr and Mrs D. With this in mind, I've thought about what would be fair and reasonable in the circumstances, to put this above right.*

*I considered whether the policy premium as a whole should be refunded to Mr and Mrs D. But I don't think that's what Aviva should do. Mr and Mrs D had purchased an annual multi-trip insurance, meant for retail customers. The policy did provide cover for Mr and Mrs D, for any number of trips taken abroad within the policy year. Not just the trips due to take place in June and September 2021. And the policy did provide cover for various risks under the policy. Mr and Mrs D have highlighted that they were happy to go on holidays without competing, such as was Mr D's initial intention for September 2021. And so, the policy would have been of use to them.*

*I'm also not aware of any financial loss Mr and Mrs D has had because of the above. I can't see they took out another policy elsewhere or suffered any loss that would give rise to a claim under the policy. So, I'm not intending to require Aviva to pay anything in that respect to Mr and Mrs D.*

*But I do consider it would be fair and reasonable to provide Mr and Mrs D with some compensation for the trouble and upset the situation has caused to them. I can appreciate the confusion Mr and Mrs D experienced when attempting to understand whether the policy was excluding their trips in June and September 2021. And I do think this should have been made clearer in the first instance. I've discussed compensation for his case overall, later in this decision.*

#### *Customer service*

*Mr and Mrs D have raised concerns that they weren't responded to, when they asked Aviva for clarification on cover under this policy, for the trip they were due to take in September 2021. Mr and Mrs D said they contacted Aviva about this, and chased a response, without receiving a reply.*

*Mr and Mrs D have provided a copy of email Mr D sent to Aviva, noting they had asked further questions, and chased a response on 29 April 2021 and 7 June 2021, with no reply. And Aviva hasn't provided anything within its file to show it replied either.*

*Our investigator noted that Aviva had provided its final response to Mr and Mrs D, and so it didn't need to respond again. I do agree the answer Aviva would have provided to Mr and Mrs D would have been the same as their previous questions. The situation was very similar*

*to the first one they'd asked Aviva about. But I do think it should have replied to Mr and Mrs D, given they were asking about a different holiday.*

*Given this, and that I think it would be reasonable to compensate Mr and Mrs D for the trouble and upset mentioned in the above 'main purpose of travelling' section of this decision, I've thought about what would be fair here. And, I'm currently planning on requiring Aviva to pay Mr and Mrs D £200 compensation. The reason I consider this figure to be fair is because I think it fairly recognises the inconvenience and confusion Mr and Mrs D experienced in learning they didn't have cover for the specific trips listed above – when this should have been made clear to them prior to policy renewal."*

Aviva didn't respond to my provisional decision. But Mr and Mrs D did. They said:

- I'd made no specific reference to unfair contract terms. And they'd like my specific observations on this.
- I hadn't required Aviva to make a change to their documentation. And asked whether I had any plans expecting Aviva to improve transparency.

### **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, my decision remains the same as that in my provisional decision, and for the same reasons. So, I'll not repeat this here.

Mr and Mrs D have asked for my specific observation on unfair contract terms. I should explain, that when considering a complaint, my role is to review all of the information provided to me, and come to my decision, based on what I consider to be fair and reasonable – taking into account the relevant law, rules and regulation. And I can confirm this is what I've done here. But when issuing my decision, I'll only comment on what I consider relevant to explain the reasoning for the outcome reached. And so, whilst I understand Mr and Mrs D may like specific observations in this regard, I'm satisfied my reasoning details my decision, and explains why I've reached the conclusion I have. So, I'm not providing any more specific comments in relation to the law around unfair contract terms.

Mr and Mrs D have also enquired about whether I had any plans to ensure Aviva improved the transparency of its policy documents, in relation to the issues raised. It's important to note, that this service isn't the regulator of the financial service industry. It isn't our role to tell a business how to write its policy, or display information within it. It's the role of the regulator to set standards in relation to this.

Rather, this service's role is as an independent arbitrator of individual complaints. So, the role of this service is to consider the complaint raised, and decide what is a fair and reasonable outcome, to resolve it. And this is what I've done here. I'm satisfied the £200 compensation is fair and reasonable for the reasons noted above.

Your text here

### **My final decision**

Given the above, my final decision is that I uphold this complaint, and require Aviva Insurance Limited to pay Mr and Mrs D £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs D to accept or reject my decision before 11 November 2022.

Rachel Woods  
**Ombudsman**