

## The complaint

Mr A has complained that Aviva Insurance Limited declined his travel insurance claim.

## What happened

The facts aren't in dispute. In summary Mr A had pre-booked a hotel abroad. When he arrived at the hotel they advised him his room had been cancelled due to a payment issue. Another card wasn't accepted and nor was cash. So Mr A and his family extended their stay in another town. This meant they needed to get an internal domestic flight back to international airport to get their flight home. The domestic flight was delayed which in turn meant that Mr A and his family arrived too late to board. They were able to arrange flights from another airport back to a different London airport. This meant they incurred the costs of those flights as well as the cost of getting taxis at both ends.

Aviva declined Mr A's claim as Mr A hadn't pre-paid the hotel which started the problem that ensued. Mr A brought his complaint here.

Our investigator recommended that it be upheld in part. Whilst she agreed that Mr A hadn't pre-paid for the hotel, she did conclude that his travel disruption was covered by the policy.

Aviva didn't agree. It didn't feel that Mr A had left enough time to catch his international flight.

As no agreement has been reached the matter has been passed to me to determine.

## 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. I'll explain why:

- Mr A's policy only covers unexpected additional travel and accommodation costs for specific reasons set out in his policy. The travel disruption section provides cover for *"Unexpected additional travel and accommodation costs to allow an insured person to continue the trip if their pre-paid travel plans are disrupted"*. The hotel Mr A booked wasn't pre-paid and therefore the cancellation by the hotel is not something that is covered. His policy excludes *"Any loss that is not specifically described in this policy"*. I don't find Aviva treated Mr A unfairly in declining this part of his claim.
- However, the policy does cover unexpected costs caused by missed transport. It says: *"If the insured person misses their pre-booked transport because of an unexpected transport delay, such as the vehicle they're travelling in breaking down, or public transport being delayed or cancelled, we'll pay for alternative travel and accommodation costs to enable the insured person to reach their destination"*. I'm satisfied that here the air flight was public transport and there is no dispute that it was delayed. The dispute is as to whether Mr A left enough time.

- I've considered the timings with care. I understand Aviva's contention that Mr A should have left more time. I note that the policy excludes claims where the insured person hadn't allowed enough time to get to their departure point. The flight confirmation guidance says that passengers are recommended to arrive at the airports at least 3 hours before their flight and that check in procedures will end 75 minutes before international flights. It is accepted that the delay to the flight was only 25 minutes. Nevertheless that did mean that by the time Mr A had collected his luggage and arrived with his family to check in for the international flight the check in was closed. Without this delay Mr A would have been at the airport with approximately 3 hours to catch his international flight. This is in line with the guidance on the flight confirmation.
- Aviva has suggested that the general guidance is aimed at passengers departing on a single leg journey and arriving directly via the departure terminal – not passengers who haven't booked their connecting flights together. These passengers will be required to pass through all the standard arrival measures before even the reaching the departure gate for the second part of their journey. This is of course correct and I accept that it may have been prudent for Mr A to leave more than 3 hours. But the guidance doesn't make this clear and it wouldn't be fair and reasonable to find Mr A was at fault for not allowing more time. Had his first flight not been delayed he would have had approximately 3 hours at the airport and more likely than not would have arrived at the check in more than 75 minutes prior to take off. Accordingly I'm satisfied that the flight delay did cause Mr A and his family to miss the ongoing flight.
- The policy cover for missed transport doesn't specify how long the delay needs to be in for the cover to apply. In the circumstances I am persuaded that Mr A and his family did miss their connecting flight because of an unexpected delay to his domestic pre-booked flight. But if there was any doubt about that I also find that it is the fair and reasonable outcome. It follows that I uphold this complaint.
- Mr A's policy is subject to a policy excess. Aviva is entitled to deduct this from the claim settlement.

### **Putting things right**

I require Aviva Insurance Limited to pay Mr A:

1. £2328 for the additional flights
2. £250 for the taxi in the UK from Stansted to Gatwick
3. 1200 Turkish lira for the taxi in the departing country
4. Interest on these sums at the simple rate of 8% per year from the date of claim until the date of settlement

Aviva is entitled to deduct the applicable policy excess from the settlement.

### **My final decision**

For the reasons given above I uphold this complaint. I require Aviva Insurance Limited to put things right as indicated above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 September 2023.

Lindsey Woloski  
**Ombudsman**