

The complaint

Mrs A complains about the assistance offered to her by her travel insurer, Aviva Insurance Limited, following the cancellation of a flight.

What happened

Mrs A holds travel insurance with Aviva. She was travelling abroad with her family and their flight back to the UK was cancelled.

Mrs A complained to Aviva as she'd attempted to contact it after the flight was cancelled seeking help with her travel arrangements and accommodation. She said she hadn't received any assistance.

Aviva rejected Mrs A's complaint, and she referred it to our service. Our investigator thought Aviva's response to the complaint was fair. Mrs A didn't agree, so her complaint came to me for a final decision.

On reviewing the complaint, I thought Mrs A's complaint should be upheld in part, and that Aviva should pay £100 compensation.

In the provisional decision, I said:

Travel insurance policies don't cover for every scenario, and insurers aren't obliged to offer assistance to their policyholders in the event of every unforeseen event. The limits of cover, and the details of the assistance available on Mrs A's policy are set out in the terms and conditions.

The terms and conditions of Mrs A's policy give details of a number of helplines. The two main, relevant ones in relation to this complaint are the 24 hour medical emergency assistance helpline, and the travel claims helpline.

The 24 hour medical emergency assistance helpline is listed as the number to call in the event of a medical emergency. The travel claims number is *"to report any travel claims which are not as a result of a medical emergency. If you need to return home early you must call us before making any arrangements."*

Mrs A has made a claim on the policy for the unexpected costs she incurred as a result of the flight cancellation. She says she didn't go to a hotel while waiting for a rearranged flight because she wasn't given assistance by Aviva.

Mrs A says she spoke with the claims helpline, and then the medical emergency helpline. Aviva located the call she made to the medical emergency helpline, but was unable to find any call to the claims line. Mrs A's provided evidence of phone calls she made, including evidence of calls to the travel claims helpline number. I accept that Mrs A did call the travel claims helpline.

I've listened to the call Mrs A made to the medical emergency helpline. In this call she said she wanted to be transferred to someone who could help her book a flight and

accommodation following the cancellation of her flight, and a lack of assistance from the airline.

The representative she spoke with gave Mrs A the telephone number for the claims helpline. Mrs A said she'd called that number but been told to call the medical helpline number. It was repeated that Mrs A should speak to the claims helpline. No further assistance or guidance was offered. The representative also didn't offer to transfer Mrs A to the claims helpline and explain the situation.

I accept from Mrs A's evidence that she spoke to the travel claims helpline before the medical emergency helpline. Based on the content of the call to the medical helpline I'm satisfied she wasn't given any assistance by the claims department, and was asked to call the medical emergency helpline. There's also evidence of her calling the travel claims helpline again after the medical emergency helpline but Aviva hasn't been able to provide a copy of that call, and the evidence I have suggests it was a very short call. I accept that Mrs A wasn't provided any meaningful advice or guidance by the travel claims helpline.

The policy terms and conditions say when a policyholder needs to make a claim, "*You must contact us soon as reasonably possible*" – which is what Mrs A did. The terms and conditions give a number to be dialled from outside the UK, and is listed as being available 24 hours a day. It would therefore seem to be accepted that policyholders are likely to contact the claims helpline from overseas in order to make or discuss claims as a matter of urgency.

I accept Mrs A called both the claims helpline and medical emergency helpline following the cancellation of her flight but didn't receive any meaningful advice or guidance from either.

The policy terms and conditions don't have a provision for flights and accommodation to be arranged by Aviva in the event of a flight cancellation – although the costs incurred in the event of this are something which the policy does cover. There's a distinction to be made here - the policy doesn't provide for Aviva to make those arrangements, but rather that reasonable additional costs will be reimbursed.

Aviva's decision to deal with claims of this nature in this way is its commercial decision and we won't generally tell a business how it should operate. I know Mrs A has said she expects her policy to provide assistance in making these bookings, but that isn't provided for by the policy she has.

It seems to me that Aviva's representatives could have explained this to Mrs A, as well as explaining the limits and conditions of cover and what she'd need to obtain in order to make a claim. It's unlikely they'd have been able to promise she'd be covered, but some indication of the cover available on the policy for costs she incurred could have been provided. As a minimum, I think it's fair to say either the claims helpline or medical emergency helpline could have directed her to the policy terms and conditions which detail the relevant cover.

Mrs A was in a stressful situation where she was stuck in an airport overseas with no clarity from her airline of when she'd be able to get home. For obvious reasons, I can't hold Aviva responsible for this.

I do think though that the lack of guidance and poor customer service Mrs A experienced when she made these telephone calls would have caused her additional distress and inconvenience. Having contacted Aviva for assistance, it should have been possible for one of the helplines to explain what she'd need to do in order to claim or refer her to the relevant sections of her policy.

To recognise this, Aviva should pay Mrs A £100 compensation. I can't say the compensation should be any more than this because, as I've said, the assistance it could have offered was limited to explaining the claims process and cover conditions. Not doing so had an impact on Mrs A, but it was fairly minor in comparison to the distress caused by the cancellation of the flight and lack of assistance from the airline.

In response to my provisional decision, Mrs A said she didn't think my suggested compensation amount properly reflected the stress she'd been caused by the lack of assistance provided by Aviva. She suggested if she'd been given guidance about what she could claim, she'd have made the necessary arrangements and claimed the costs she incurred.

Aviva didn't respond to my provisional decision.

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've considered the points raised by Mrs A in response to my provisional decision, and all of the evidence available to me. I remain satisfied that Mrs A's complaint should be upheld but the amount of compensation I'd suggested is fair.

I don't intend to repeat my reasons why the complaint should be upheld, as these have been outlined in the provisional decision and reproduced above. Neither party has raised any concerns or new points regarding my decision to uphold the complaint. I will address the points raised by Mrs A when she says that the compensation amount should be higher.

While I've concluded that Aviva's representatives could, and should, have been able to give guidance about what the policy would potentially cover, that wouldn't have been a guarantee that costs incurred by Mrs A would be reimbursed. It's also, I think, important to note that Mrs A wanted Aviva to make travel and accommodation arrangements, not provide guidance on what costs she could claim. I understand she was frustrated that this wasn't done, but it's not a service provided by her policy.

I also have to consider that the information Aviva could have provided during the course of the telephone calls was unlikely to be much more than detailing what was stated in the policy terms and conditions, which were otherwise available to Mrs A to review at her convenience. I don't think I can conclude that the lack of information provided to Mrs A during the phone calls materially affected her actions or the choices she had about what to do around accommodation and further travel.

I can't conclude that the any significant distress or inconvenience caused to Mrs A arose because of the lack of information given to her during the phone calls. I'm satisfied that the understandable frustration she felt arose mainly because of the cancellation of the flight, for which Aviva wasn't responsible, and she was distressed that her insurer couldn't make alternative arrangements for her and her family, which isn't something the policy provides cover for.

For these reasons, I remain satisfied for the reasons previously given that asking Aviva to pay £100 compensation is a fair outcome in the circumstances.

My final decision

It's my final decision to uphold Mrs A's complaint. In order to put things right, Aviva

Insurance Limited must pay Mrs A £100 compensation. Aviva must pay the compensation within 28 days of us telling it Mrs A accepts our final decision. If it does not, it must pay simple interest at a rate of 8% on this amount from that date to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 19 May 2023.

Ben Williams
Ombudsman