

The complaint

Mr G and Mrs G are unhappy with the decision made by Aviva Insurance Limited following a claim made under their travel insurance policy.

Mr G and Mrs G are both parties to this complaint. Mr G has primarily dealt with this service. For ease of reference I have referred to Mr G throughout this final decision.

What happened

In August 2022 Mr G purchased a travel insurance policy. The policy terms explained:

Missed transport

We'll pay for alternative travel and accommodation costs to enable the insured person to reach their destination if their pre-booked transport is missed because of an unexpected transport delay, such as the vehicle they're travelling in breaking down, or public transport being delayed or cancelled.

(With a limit per person, per trip of £1,000, and an excess of £50 per person, per trip)

Travel disruption

We'll cover unexpected additional travel and accommodation costs to allow the insured person to continue their trip or to get home at the end of their trip, if their pre-paid travel plans are disrupted for the following reasons:

- 1. the insured person is unable to reach their departure point or their pre-arranged accommodation due to a natural disaster, severe weather, fire, or explosion*
- 2. a natural disaster, severe weather, fire, explosion or an outbreak of food poisoning means the insured person is unable to use their pre-booked accommodation*
- 3. the insured person's travel or accommodation provider becomes insolvent*
- 4. the insured person's pre-booked travel arrangements are cancelled or delayed for more than 12 hours from the time shown on their ticket or diverted after departure*
- 5. the insured person is denied boarding because there are too many passengers and no alternative is available for more than 12 hours*

(With a limit per person, per trip of £7,500, and an excess of £50 per person, per trip)

In December 2022 Mr G was getting ready to go to the airport to board his pre-booked flight. Mr G has explained *'The driver loaded our bags into the car while we locked our house and managed to lock and alarm the car with his car keys left inside the car. All our bags were locked in the car together with our passports.'* Mr G tried to make it on time to catch his flight, but in trying to sort out the issue with the trapped key, Mr G missed his flight.

Mr G tried to make a claim under his travel insurance policy. Aviva initially rejected Mr G's claim. But following a review of the claim, decided to cover Mr G's claim under the '*Missed transport*' section of his policy.

The investigator found that the offer made by Aviva was reasonable, and didn't ask Aviva to do anything more in settlement of the complaint. Mr G rejected these findings, saying (amongst other things) '*the event that caused us to miss our flight and then incur additional cost to continue our prebooked holiday was as unforeseen and as unlikely as all of the reasons quoted in the policy.*' Mr G asked for his complaint to be referred to an ombudsman.

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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that's been provided.

Mr G feels strongly that Aviva have not dealt with his claim properly. I understand it has been a difficult time for Mr G. But having reviewed the evidence I don't think Aviva need to do anything more in settlement of this complaint. I can understand this is likely to come as a disappointment to Mr G but I hope my findings go some way in explaining why I've reached this decision. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it has affected what I think is the right outcome.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether Aviva have acted fairly and reasonably in reaching their decision on Mr G's claim.

Mr G says the offer made by Aviva to pay his claim under the '*Missed transport*' section of his policy doesn't cover the full cost of the additional flights he had to book, and the proportion of his accommodation that went unused as a result of missing his original flight booking. Mr G feels strongly that Aviva should consider, and pay his claim, under the '*Travel disruption*' terms of his policy.

I've considered the policy terms, and Aviva's application of these terms when assessing Mr G's claim. In doing so I think Aviva's decision not to apply the '*Travel disruption*' terms is fair, and reasonable. I say this because it's clear from review of these terms that they would only provide cover under limited circumstances.

It's not disputed that what happened to Mr G was unfortunate, and caused him a lot of upset and inconvenience. As a result of missing his original flight, Mr G has incurred substantial additional costs. But we can only ask Aviva to pay for a claim that's reasonably covered by the policy terms. Having reviewed the policy terms for Mr G's policy, I'm satisfied that the circumstances of Mr G's missed flight are not covered by the policy terms for '*Travel disruption*'. What happened to Mr G did cause his travel plans to be disrupted. But the circumstances of what happened are not an insured event that's covered by Mr G's policy.

I appreciate Mr G's disappointment with this outcome. This situation has clearly left Mr G feeling stressed, upset, and financially out of pocket. But I can't ask Aviva to pay for the

claim, given the evidence that's been provided, and the policy terms I've seen. I haven't seen any evidence to persuade me that Aviva's actions have been wrong, or unfair. So I won't be asking Aviva to do anything further in response to this complaint.

My final decision

Aviva Insurance Limited have already made an offer to pay for Mr G's and Mrs G's claim in line with the terms and conditions for '*Missed transport*'. I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 20 November 2023.

Neeta Karelia
Ombudsman