

The complaint

Mr M complains because Aviva Insurance Limited hasn't paid a claim under his travel insurance policy.

What happened

Mr M is insured under a travel insurance policy provided as a benefit of a packaged bank account. The travel insurance is underwritten by Aviva.

Mr M had a booking with a tour operator. The booking was cancelled a number of months before Mr M was due to travel because of issues raised by Mr M which the tour operator was unable to rectify.

Mr M paid for alternative flights at an additional cost and made a claim with Aviva, but Aviva said Mr M's claim wasn't covered under his policy. Unhappy, Mr M brought the matter to the attention of our service.

One of our investigators looked into what had happened and said he didn't think Aviva had acted unfairly or unreasonably by declining Mr M's claim. Mr M didn't agree with our investigator's opinions so the complaint has been referred to me to make a final 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.

My statutory role is to independently and impartially consider the individual circumstances of Mr M's complaint. I have no power to conduct a general investigation into Aviva's commercial practices or to comment on Aviva's general claims statistics.

Industry rules set out by the regulator say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, as well as other relevant considerations such as the law, into account when making my final decision about Mr M's complaint.

It doesn't appear to be in dispute that Mr M's claim isn't covered under the cancellation section of his policy. But, for the avoidance of doubt, I'm satisfied that there's no valid cancellation claim in these circumstances. Mr M didn't forego his entire trip. He instead paid extra in order to continue with his travel plans and this isn't something which is covered under the cancellation section of his policy.

I understand Mr M feels that his circumstances meet the criteria for payment of a claim under the travel disruption section of his policy. But travel disruption cover only commences when the insured person leaves home to start their trip. This is set out on page 21 of the policy terms and conditions. No travel insurance policy covers every situation, even if the costs being claimed for aren't recoverable from another source, and travel disruption cover isn't generally intended to cover situations such as this where travel arrangements are

cancelled months in advance. Instead, travel disruption cover applies where travel arrangements are cancelled or delayed while the policyholder is enroute to their destination after they have left home.

I'm satisfied that it's not necessary for me to address Mr M's comments about the interpretation of the phrase 'travel arrangements' or 'travel plans', as I don't think his claim is payable anyway for the reasons I've set out above.

This means that Mr M's claim isn't covered under his policy. And, based on these individual circumstances, I don't think there are any reasonable grounds upon which I could fairly require Aviva to depart from a strict interpretation of the policy terms and conditions and cover Mr M's claim regardless.

Aviva could perhaps have given Mr M a clearer explanation as to why the travel disruption section didn't apply to his situation, but this doesn't mean it would be fair to direct Aviva to pay a claim that isn't otherwise covered under the policy terms and conditions. I've listened to calls that took place between Aviva and Mr M but I don't think how Aviva conducted these calls was inappropriate, unprofessional or unreasonable.

I'm sorry to hear that Mr M has been unwell, and I'm also sorry to disappoint Mr M when he clearly feels very strongly about this complaint, but I won't be directing Aviva to do anything further.

My final decision

My final decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 May 2024.

Leah Nagle
Ombudsman