

The complaint

Mr A is unhappy that Aviva Insurance Limited (Aviva) declined a claim on his travel insurance policy.

Any reference to Aviva includes all its agents.

What happened

Mr A had a travel insurance policy alongside his bank current account. The underwriter of the policy was Aviva Insurance Limited. I note he no longer has this policy.

On 12 June 2023, Mr A was due to travel on an internal pre-booked flight abroad. However, the airline changed the flight time without any notice. Mr A says even though he arrived at the airport on time, the gate was closed. This meant Mr A couldn't board the internal flight and he then missed his onward flight to return to the UK.

The internal flight provider was rebooking flights for passengers for that day. But these were only once a day which would have meant he wouldn't have returned to the UK on his scheduled pre-booked flight to the UK. So, with the assistance of friends, alternative flights were booked to return to the UK.

Upon his return, Mr A submitted a claim to Aviva for the cost of the alternative flights. It declined the claim because the circumstances Mr A found himself in weren't covered under his policy.

Mr A made a complaint to Aviva. It responded and said under the policy terms and conditions, there was no cover for the flights costs based on the situation Mr A found himself in. Aviva offered Mr A £100 compensation for not advising him initially that the claim wasn't covered.

Unhappy with Aviva's response, Mr A brought his complaint to this service. Our investigator didn't uphold the complaint. She thought Mr A's claim wasn't covered under the '*Unexpected costs*' section of his policy and there is no cover available under any other sections of the policy. She also thought the £100 compensation that Aviva offered to Mr A for the distress and inconvenience caused to him was fair and reasonable.

Mr A disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've considered, amongst other things, the terms of this policy and the circumstances of Mr A's claim, to decide whether Aviva treated him fairly.

At the outset I acknowledge that I've summarised this complaint in far less detail than Mr A has, and in my own words. I won't respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern our service allow me to do this as we are an informal dispute resolution service.

I've started by looking at Mr A's policy terms and conditions as they form the basis of Mr A's contract with Aviva.

The policy terms and conditions

On page 25, the section headed '*Unexpected costs*' states:

'What we'll cover

Travel disruption

We'll cover your 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:

- i. The insured person is unable to leave their home, reach their departure point or their prearranged accommodation due to severe weather, a natural disaster, fire or explosion.*
- ii. 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.*
- iii. The insured person's travel or accommodation provider becomes insolvent.*
- iv. 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.*
- v. The insured person is denied boarding because there are too many passengers and no alternative is available for more than 12 hours.*

[...]

'Missed transport

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.

[...]

Based on the above section of Mr A's policy, it's clear that cover is available for additional unexpected travel and accommodation costs and for delayed transport. But this is only for certain situations and only for those events listed under the section as noted above. In other words, if the event that led to the claim being made isn't listed under this section, no cover is available.

Having considered Mr A's submissions and comments about what happened, I'm not persuaded that Aviva has declined the claim unfairly. From what Mr A has said, the event that led him to make the claim isn't covered under the '*Unexpected costs*' section of his policy.

I've also looked at the other sections of Mr A's policy but none of these apply to his situation and therefore I don't think Aviva has unreasonably declined his claim.

Is the compensation Aviva has offered fair?

Aviva has offered Mr A £100 compensation for the inconvenience caused to him. This is because it informed Mr A that his claim would be covered before it had been assessed. Aviva has apologised it made an error in this regard as it could have been avoided.

I understand Mr A hasn't disputed the amount offered. But for completeness, I'm satisfied this amount is fair and reasonable in the circumstances. Mr A has said that the £100 hasn't yet been paid to him. Aviva and Mr A should liaise directly if Mr A still wants to accept the £100 compensation and arrange for payment to be made to him.

Conclusion

I acknowledge Mr A's comments that there should be no reason for Aviva not to pay the claim. He's also provided information related to various media programmes and delayed flights that have occurred at UK airports. He has referred to issues people have had with their travel insurance cover.

I've considered his comments and while I appreciate he has strong feelings about his claim being declined, the issue is that he just doesn't have the cover under his policy for the costs of the flights to be met. My role is to consider the individual circumstances of Mr A's complaint and base my decision on the merits of his complaint.

Overall, I'm sorry to disappoint Mr A, but I'm satisfied that his claim has been appropriately considered in line with the relevant policy terms and conditions. And I don't think Mr A has been treated unfairly or unreasonably in the circumstances of his complaint.

My final decision

For the reasons given above, I don't uphold Mr A's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 September 2024.

Nimisha Radia
Ombudsman