

The complaint

Mr H and Ms E complain that Aviva Insurance Limited declined their claim against a travel insurance policy.

What happened

In summary, Mr H and Ms E have travel insurance underwritten by Aviva as a benefit of a bank account. They planned a trip with a departure date of 10 July 2023. Their flight was at 5.55am and they booked entry to the airport car park for 3am.

Mr H and Ms E arrived at the airport car park at 3.39am and say they reached the airport terminal at 4.20am, following delays on the shuttle bus service. They say the airport was very busy and airport security took over an hour. Mr H and Ms E say they arrived at the gate at 5.40am but they were denied boarding by the airline staff. Mr H and Ms E bought replacement flights.

Mr H and Ms E made a claim against their policy in relation to the cost of the replacement flights. They said they'd been delayed at airport security. Aviva declined their claim. It said the policy doesn't cover delays at the airport.

Mr H and Ms E then said they were delayed by the car park shuttle bus service, which is pre-booked transport, so covered by the policy. They say they are frequent travellers, and it usually takes no more than 20 minutes for them to travel from the car park to the terminal. On this occasion, it took over 40 mins after their arrival at the airport car park to arrive at the terminal.

Aviva reconsidered the claim but relied on an exclusion in the policy which said it doesn't cover any claim where the insured person hasn't allowed enough time to get to the departure point for the time shown on their itinerary. Mr H and Ms E didn't think that was fair and pursued their complaint. They want Aviva to settle their claim for the replacement flights.

One of our Investigators looked at what had happened. The Investigator said Aviva hadn't acted unfairly in declining the claim in accordance with the terms and conditions of the policy. She said the policy doesn't cover delays caused by airport security.

The Investigator said Aviva reconsidered the claim when Mr H and Ms E provide further information about delays in the airport shuttle bus service. She said both the airline and the airport recommend arrival at least two hours before the flight departure. The Investigator said it was reasonable for Aviva to rely on an exclusion in the policy relating to any claim arising from the insured not allowing enough time to get to their departure point.

Mr H and Ms E didn't agree with the Investigator. Mr H responded to say the Investigator had overlooked several points and the car park and shuttle bus provider needed to answer several questions before their complaint can be determined. He said Aviva

should settle their claim based on the delay caused by the car park and shuttle bus provider.

The Investigator considered what Mr H said but didn't change her view. Mr H and Ms E asked that an Ombudsman consider their complaint, so it was passed to me to decide.

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 taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Aviva should deal with claims promptly and fairly.

It's clear Mr H in particular has very strong feelings about this matter. He has provided detailed submissions to support the complaint, which I have read and considered. I trust neither Mr H nor Ms E will take as a discourtesy the fact that I focus on what I consider to be the central issue, that is, whether Aviva acted fairly and reasonably in declining their claim.

Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.

The relevant parts of the policy say as follows:

'C. Unexpected costs

What we'll cover

[...]

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.'

'5. General Exclusions

These exclusions apply to all sections of this worldwide travel insurance.

[...]

- *Any claim where the insured person hasn't allowed enough time, or done everything they reasonably can, to get to their departure point for the time shown on their itinerary.'*

Based on the evidence Mr H and Ms E have provided, I don't think Aviva acted unfairly or unreasonably in concluding there wasn't an unexpected transport delay here. Aviva was entitled to rely on what the airport car park and shuttle bus provider said – that Mr H and Ms E arrived at the car park at 3.39am and whilst the area was busier than usual, there were bus pick-ups at 3.50am, 3.55am and 4.00am. It said the bussing operation was temporarily moved because of operational works. The car park and shuttle bus provider said this would not have caused too much delay.

Mr H has suggested a list of questions the car park and shuttle bus provider should answer. It's for Mr H and Ms E to show there's been unexpected transport delay and I don't think the information they have provided shows that's what happened here.

Even if I concluded there was unexpected travel delay, I think Aviva was entitled to rely on the exclusion I've set out above, which says there's no cover for claims where the insured hasn't allowed enough time to get to their departure point. I'll explain why.

The airline's website recommends all passengers arrive at the terminal at least two hours before they are due to fly and must be at the boarding gate at least 30 minutes before the flight departure time. So, Mr H and Ms E should have arrived at the terminal at 3.55am for a 5.55am flight. The parking and shuttle bus provider says there's a bus every 15 minutes and it's a 15 minute bus ride. As Mr H and Ms E entered the car park at 3.39am, I don't think it's unreasonable for Aviva to conclude they wouldn't have arrived at the terminal at 3.55am. I don't think Aviva treated Mr H and Ms E unfairly or unreasonably in concluding they hadn't allowed enough time to get to their departure point and in relying on the exclusion to which it referred.

I'm sorry to disappoint Mr H and Ms E. There was clearly a set of unfortunate events which led them to miss their departing flight but, for the reasons I've explained, Aviva didn't act unfairly or unreasonably in declining their claim.

My final decision

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E and Mr H to accept or reject my decision before 12 November 2024.

Louise Povey

Ombudsman