

The complaint

Mr E has complained about the way Aviva Insurance Limited ('Aviva') handled his claim and request for medical assistance whilst abroad.

What happened

Mr E has a travel insurance policy, underwritten by Aviva.

He went abroad and unfortunately became unwell so he contacted Aviva. He asked if Aviva could arrange a doctor to call or be sent to his room. Aviva said it would do this but then sent a follow up email to say this wasn't possible and provided details of a local medical centre instead. It also said Mr E would need to obtain a medical report and a not fit to fly certificate when submitting a claim.

Mr E was unable to get an online appointment and didn't feel well enough to attend the medical centre. He amended his flight home and returned a day later than planned when he was feeling better. He made a claim which Aviva rejected as it said it didn't have any medical evidence to show that Mr E was not fit to fly.

Mr E complained and unhappy with Aviva's response, referred his complaint to the Financial Ombudsman Service.

During our investigation, Aviva made an offer to settle the claim by paying for pharmacy costs, change of flight costs and the additional day of accommodation. Mr E didn't accept the offer as he said Aviva should cover the two days he was at his hotel unwell, compensation or a waiver of the excess as he waited months to receive the offer of settlement.

As an agreement couldn't be reached, the case has been passed to me for 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.

Having done so, I think Aviva's offer to resolve the complaint is a fair one. I'll explain why.

The relevant rules and industry guidelines say an insurer should handle claims promptly and fairly. And shouldn't unreasonably reject a claim.

Under the 'Claims conditions' section of the policy, it says:

"If you make a medical claim, you may be asked to provide...a medical report from the treating doctor."

Under the 'Emergency medical and associated expenses' section of the policy, it says:

"We'll provide the cover shown below if an insured person is suddenly and unexpectedly ill, injured or quarantined or dies during a trip...half board"

accommodation costs...if the insured person needs to stay beyond their planned return date because they're medically unfit to travel home and additional travel costs if they can't use their return ticket..."

Mr E says he was too unwell to attend the medical centre and there were no available appointments until the following day, after his scheduled return flight, so he was unable to see a doctor and obtain a report or a fit to fly certificate.

Aviva initially declined the claim as it said Mr E did not obtain a not fit to fly certificate. However, since then, it has agreed to pay the claim in line with the policy terms and conditions. Mr E didn't return home early so there were no unused expenses to cover. He stayed an additional day at his hotel, which Aviva has agreed to cover as well as the additional costs of his flight and medication, in line with the policy terms and conditions. So Aviva has offered to pay all the costs covered under the policy. But Mr E thinks Aviva should do more to recognise the delay in agreeing to settle his claim and the way it handled his complaint.

Having considered everything carefully, I think Aviva's offer is a fair way to resolve things. I've seen Aviva's note of Mr E's call when he first reported his illness. He said he didn't feel well enough to visit a doctor at a clinic and the notes say: *"we can arrange one to visit them at the hotel"*. Mr E said he would cover the costs and claim when he returned to the UK.

Aviva then sent an email to Mr E to confirm the conversation. It said Mr E should keep his medical reports and receipts and the claims department would review the claim and reimburse expenses covered under the policy terms. It also said: *"If you require any further treatment, are admitted to hospital, or there is any indication you will not be able to travel home as planned please call us as soon as possible."*

Aviva sent a further email around 35 minutes later to say that it wasn't able to get a doctor to visit Mr E in his room and so it provided details of the closest clinics to the hotel. It said: *"If you are able to visit the clinic, please share the medical report and the not fit to fly note from the doctor. This could help your claim to be successful."*

Mr E called Aviva and asked for his policy documents. He sent a further email later on the same day to say that he was expecting a doctor to call but no one called. He had checked for phone and video appointments using the medical centre details provided but there were no appointments available until after the time of his return flight.

Aviva replied to say it could possibly get a doctor to visit on the advice of the hotel's front desk and said: *"In order to consider your claim, our medical team will need the medical report and not fit to fly certificate from a doctor. If you would like us to try and arrange the doctor please let us know, or you can speak to front desk yourself and arrange the visit. This will be on a pay and claim basis."*

Mr E sent an email on the following day to say he was astonished to read Aviva's comment as he had already asked Aviva to arrange a doctor. He said he could self-certify himself due to his occupation when there was no doctor available to visit or call. He said he woke up feeling better and so went to the airport and took a flight back home. He made a claim which was declined (but later accepted).

Based on the above sequence of events, I'm satisfied that Aviva did give Mr E appropriate information and guidance about needing a not fit to fly certificate. And if a doctor or appointments aren't available quickly enough, I can't hold Aviva responsible. However, I do think Aviva could have better managed Mr E's expectations in the first call by confirming that if a doctor wasn't available then he may need to consider alternatives. And additionally, it

could have called Mr E rather than emailing him. Having said that, I am pleased to see that Aviva has agreed to cover the claim in line with the terms and conditions of the policy. I think this is fair and reasonable in all the circumstances of this case.

I don't think any further compensation is due as Mr E was clearly told that he should let Aviva know if he didn't think he would be able to travel home as planned and it did provide alternative options when he did so, such as offering to arrange a doctor via the hotel front desk. The timing was unfortunate but I can't hold Aviva responsible and even if it had called Mr E instead of emailing, Mr E has already explained that he was asleep at the time. So I don't think it would have made any difference to the overall outcome.

The only accommodation costs covered are additional costs which Aviva has offered to pay. And it has correctly confirmed the excess to be deducted. As Aviva has essentially paid the claim and treated it as covered even without a not fit to fly certificate, I won't be asking it to do anything further. I am sorry to disappoint Mr E but I hope my explanation is helpful.

My final decision

For the reasons set out above, I think Aviva Insurance Limited's offer to pay the claim is fair so it should now pay this to Mr E.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 24 April 2025.

Shamaila Hussain
Ombudsman