

The complaint

Mr and Mrs E have complained that Aviva Insurance Limited declined a claim they made on a travel insurance policy.

As it is Mrs E leading on the complaint, I will mostly just be referring to her in this decision.

What happened

Mr and Mrs E were taking a trip abroad in July 2023. Unfortunately, their car developed a flat tyre on the way to the airport, which resulted in them missing their flight. They then arranged different flights and train journeys to reach their planned destination.

Upon making a claim on the policy, Aviva declined it on the basis that insufficient evidence had been provided to substantiate the claim.

Our investigator thought that Aviva had acted reasonably in declining the claim, in line with the policy terms and conditions.

Mrs E disagrees with the investigator's opinion and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on Aviva by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Aviva to handle claims promptly and fairly, and to not unreasonably decline a claim.

Mrs E says she took out insurance to cover unforeseen events. However, 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 test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, under 'Missed transport' it states:

'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.'

So, looking at the above wording, the car breaking down due to having a flat tyre is a scenario that the policy would potentially cover. However, the policy places certain conditions on such claims. Because the terms go on to state:

'Unexpected costs – Missed transport'

What you'll need

A repair or assistance report if the vehicle you were travelling in broke down or was involved in an accident.'

And the policy further states, under 'Claims conditions':

'Your duties

You must...provide all the information, documents, evidence and help we need to settle your claim or pursue a recovery.'

Where a claim for missed transport is being made due to vehicle breakdown, it's reasonable for an insurer to ask for proof of that breakdown, and this requirement is set out in the policy terms as shown above.

Therefore, Aviva initially asked for confirmation of the punctured tyre, so either a picture or confirmation from a motoring organisation or garage of the breakdown.

Mrs E said they didn't have any such evidence as their focus was on trying to get to the airport as quickly as possible to hopefully catch their planned flight.

I'd expect Aviva to show some flexibility when making its assessment, if Mrs E had some other evidence to support the claim. Aviva did widen out the type of evidence it would accept, because it said it would also consider information showing that a new tyre had been purchased.

It is the responsibility of the policyholder to prove they have a valid claim. And so far, no evidence at all has been provided to indicate that the car suffered a flat tyre.

I have a great deal of sympathy for Mrs E's situation. She couldn't have anticipated what was going to happen and getting a flat tyre was obviously outside of their control. However, as already mentioned, no insurance policy covers every scenario. So, the question here is whether the circumstances are covered under the policy terms – and unfortunately, due to the lack of evidence, they are not.

So, I'm sorry to disappoint Mrs E, but I'm satisfied that Aviva has acted fairly and reasonably in declining the claim, in line with the policy terms and conditions.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Mrs E to accept or reject my decision before 2 January 2025.

Carole Clark
Ombudsman