

The complaint

Mr H complains that Aviva Insurance Limited declined his travel insurance claim.

What happened

Mr H has travel insurance through a bank which covers him and his family. Aviva is the insurer.

In April 2024 Mr H and his family were abroad at a well-known location to see the solar eclipse. The full eclipse occurred at 3.20pm and Mr H had pre-booked a taxi for 5.20pm to take him and his family to the airport to return to the UK. Their flight was scheduled to depart at 9.55pm (4 hour 35 minutes later). Mr H said the journey to the airport would usually have taken about 1 hour 10 minutes. However, due to heavy traffic and two traffic accidents they arrived at the airport at 9.05pm and the airline check-in desk for their bags had closed about 10 mins before.

The airport security refused to allow the family's bags through security and they missed the flight. Mr H said he called Aviva which said he would be covered for missed departure if he could prove the delay wasn't his fault and provide evidence there were accidents on route. Mr H claimed about £3,500 for lost costs and the costs of a new flight to the UK, additional accommodation and miscellaneous.

On 27 May 2024 Aviva told Mr H it would cover some of the claim and it would pay a settlement of £2,611.37 into his bank account by 31 May. But on that date Aviva emailed Mr H saying the claim hadn't been authorised. It asked Mr H whether he'd pre-booked the taxi (which he had) and the pick-up time (Mr H said the taxi arrived about 5.20pm and they left about 5.30pm).

On 10 June 2024 Aviva told Mr H it wouldn't pay any of the claim because the policy didn't cover *"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"*.

Aviva said, in summary:

- The solar eclipse was a well-known event. Leading up to the solar eclipse there were many news and authorities' reports advising people to be prepared for the huge number of people who would be in the relevant area and the traffic disruption it would cause. Aviva provided links to some news and other reports on the matter.
- The eclipse finished about 4.30pm which meant everyone would be leaving the area at a similar time Mr H had arranged for the taxi to collect his family from the hotel.
- The website of the departure airport recommended travellers arrive three hours before their scheduled departure time for international flights.
- It considered Mr H hadn't allowed enough time to travel to the airport to get his flight.

Mr H complained to us. He wants Aviva to pay his claim in full. He said Aviva was unreasonable not to pay his claim because, in summary:

- The policy didn't define what was a reasonable time to arrive at the airport. The airline advised check-in closed 1 hour before the scheduled flight departure time. So by allowing over 3 hours for the journey to the airport, which usually took just over 1 hour, he'd taken into account the expected heavy traffic caused by people viewing the eclipse. He'd sent Aviva a letter from the driver of his taxi which said the driver had never seen heavier traffic in the 20 years he'd been a taxi driver in the area. Mr H said he couldn't have predicted the two traffic accidents on route, which had caused the extra delay and they'd missed the check-in deadline by only 10 minutes. They would have been able to check-in and take the flight if the accidents hadn't happened.
- He referred to various sections of the policy wording, which he said he'd complied with, by doing everything he reasonably could to get to the departure point on time. The extra delay to the journey to the airport was due to traffic accidents, which were an *"unexpected transport delay"*, which the policy covers.
- Aviva had been inconsistent in its response to his claim. It initially told him he would be covered if he could show evidence of the delayed journey, which he'd done. Aviva later said it would pay £2,611 for the claim. A few days later Aviva told him the claim wasn't approved.

Our Investigator said Aviva had fairly declined the claim. She recommended Aviva pay Mr H £150 compensation for his distress and loss of expectation due to it wrongly saying it would pay most of the claim.

Aviva accepted our Investigator's recommendation. Mr H disagreed. He provided evidence from an on-line forum discussion which he said supported there had been traffic accidents on the day on the route they were taking to the airport. He wanted it noted that when he contacted Aviva on the morning after he'd missed the flight it told him the claim would be covered. So he bought a new flight with the original airline and didn't shop around to get the cheapest flight.

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 they mustn't turn down claims unreasonably.

I've considered all the points Mr H has made but I won't address all his points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The policy says under the *"Unexpected costs"* section:

"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".

But the policy highlights there's a significant exclusion that Aviva won't pay:

“Any claim where the insured person hadn’t allowed enough time, or done everything they reasonably could, to get to their departure point for the time shown on their itinerary”.

Aviva referred to the above policy wording in its final response letter and also the wording under the “Known events” heading in the policy:

*“Keep in mind
This policy covers insured persons for unexpected and unforeseen events and circumstances...*

*We won’t cover
There is no cover in relation to any event, incident or circumstances if, at the time you opened this policy, or a trip was booked (whichever is later), any insured person knew that, or could reasonably be expected to have known that:*

- the event or incident had already occurred or was going to occur; or*
- the circumstances existed, or were going to exist*

and the event, incident or circumstances could reasonably be expected to affect the insured person’s travel plans”.

The policy also says policyholders need to “*Do all you can to get to your departure point on time*”.

Aviva provided website links for reports local to the relevant area which said between half a million to one million people were expected in the area to view the solar eclipse and warned of the impact on traffic and travelling. Aviva’s letter said over 200,000 people were there to see the eclipse. From my own research the 200,000 related to the core of the city, not the whole area.

Mr H arranged a taxi to collect him and his family at 5.20pm so that gave them about 3 and a half hours to get to the airport before the check-in desk closed at 8.55 pm (1 hour before the flight departure). Mr H says the journey to the airport usually took about 1 hour 10 minutes so I accept Mr H did allow some extra time to get to the airport.

Mr H says that in allowing the extra time he did “*all (he) can do to get to (his) departure point on time*”. And that he missed his flight “*because of an unexpected transport delay*”, which wasn’t just due to the very heavy traffic but also due to the traffic accidents on route. On the evidence Mr H provided, and taking into account the amount of traffic there would have been in the area, I think it’s more likely than not there were traffic accidents on route. It’s possible those accidents may have added to the delay to Mr H’s journey.

But I don’t think whether or not traffic accidents added to the delay is the issue. The issue is there’s policy cover for missed departure due to “*an unexpected transport delay*”. I think Aviva reasonably considered that Mr H’s transport delay wasn’t unexpected because of the huge volume of traffic in the area. With that amount of traffic, traffic accidents probably wouldn’t be unexpected.

I also think Aviva reasonably considered the information the departure airport provided to travellers when concluding that Mr H didn’t allow enough time to get the flight. At the time of making this decision the airport’s website says:

“If you’re travelling during a busy time, please show up at least 3 hours in advance for flights to...international destinations...”

I've no evidence that the airport's recommendation was different for the date of the solar eclipse in April 2024. That means it would be reasonable for Mr H to be at the airport at the latest for 6.55pm (3 hours before the flight departure), or at the earliest 5.55pm (3 hours before the check-in desk closed). As Mr H and his family left their hotel around 5.20 pm they'd only given 35 mins to get to the airport 3 hours before check-in, or 1 hour 35 minutes to get to the airport 3 hours before flight departure. As the journey usually took about 1 hour 10 minutes, Aviva reasonably considered that with the huge volume of traffic and delays expected Mr H hadn't allowed enough time to get to his departure point.

Mr H says his contract for travel wasn't with the airport but with the airline, which didn't say he needed to be at the airport 3 hours before. Even so I think Aviva reasonably took the airport's recommendation into account in its considerations.

Mr H has raised that before he booked a new flight home he spoke to Aviva who in effect told him the claim was covered. But Aviva wouldn't have known the full details of his claim at the time so at that stage it could only give very broad information about cover under the policy terms. Also, even if Mr H had been covered he would have needed to minimise his losses. So if he had the opportunity to book a much cheaper new flight home Aviva could have considered that it would only cover the cheaper alternative.

I understand Mr H would have been upset and disappointed that the extra time he'd allowed wasn't enough to get the flight. But in all the circumstances I think Aviva reasonably declined the claim.

At the end of May 2024 Aviva wrongly told Mr H it would cover some of his claim. Understandably Mr H was confused and annoyed that shortly afterwards it told him none of the claim was covered. Aviva should pay Mr H compensation to acknowledge his distress and loss of expectation as it wrongly told him it would pay some of the claim. I think the £150 compensation our Investigator recommended is a reasonable amount. Aviva has now agreed to pay that compensation.

My final decision

I partly uphold this complaint and require Aviva Insurance Limited to pay Mr H £150 compensation to acknowledge his distress, inconvenience and loss of expectation, which Aviva has now agreed to pay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 February 2025.

Nicola Sisk

Ombudsman