

The complaint

Mr F has complained that Aviva Insurance Limited declined a claim he made on a travel insurance policy attached to his bank account.

What happened

Mr F travelled abroad in January 2023. He was feeling pain due to having swollen ankles and underwent laser surgery for varicose veins. He subsequently made a claim for the cost of the medical treatment and other associated expenses.

Aviva declined the claim on the basis that the circumstances were not covered under the policy terms.

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

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, they state:

'B. Emergency medical and associated expenses

If you have a medical emergency contact the 24 hour Medical Assistance number at any time on (.....)

In life-threatening situations Seek medical attention immediately, don't delay getting help but call our 24-hour Medical Assistance helpline as soon as you can. Our team will coordinate your treatment which may include moving you to another hospital or arranging to bring you home early. If necessary, we can arrange for a telephone consultation with our UK GPs.

In non life-threatening situations Contact the same 24-hour Medical Assistance number before making any arrangements for any of the following

- *admission to hospital*

- *treatment, tests or investigations as an outpatient*
- *repeat consultations with a doctor*

For a minor illness or injury treated with medication from a pharmacy, or one-off treatment at a clinic, keep any receipts for costs incurred and contact us when you get home.

What we'll cover

We'll provide the cover shown below if an insured person is suddenly and unexpectedly ill, is injured or dies, or is quarantined during a trip. By 'quarantine', we mean mandatory isolation in line with rules imposed by local government, or as advised by the insured person's treating doctor.

Emergency medical

Emergency medical treatment (including rescue services to get to hospital following injury or illness), and emergency dental treatment required for immediate pain relief only.

We won't cover

- Anything excluded under section '4. Your health'.
- *Any form of treatment that our Medical Assistance provider thinks can reasonably wait until you return home.'*

Mr F didn't call the medical assistance team in advance of his treatment. He says he didn't do so because he was alone and was in pain due to his swollen ankles. Whilst I sympathise with the circumstances Mr F found himself in, I'm not persuaded that it prevented him from making a call to Aviva.

Had he done so, Aviva could have assessed the information to determine whether it was emergency treatment that it would agree to pay for. Upon making the claim later, Aviva considered that the treatment could have waited until he returned home.

Mr F has argued that the policy wording doesn't say that you *must* contact the medical assistance team. He's also said that the policy only asks that contact be made in a life-threatening situation, which is different to an emergency situation. Looking at the policy terms, as set out above, I'm satisfied that it asks policyholders to call in both life-threatening and non life-threatening circumstances.

Having said that I think he could have made contact, I would nevertheless expect Aviva to look at the overall circumstances leading to the claim. So, not contacting the medical assistance team in advance would not necessarily be a barrier to making a successful claim if there was other strong evidence in support of it.

Mr F says Aviva has relied on the assessment of its in-house nurse who thought he could safely postpone treatment until he'd returned to the UK, whereas the doctors he saw abroad were world class and so he was entitled to rely on their assessment that he needed treatment.

The problem is that he hasn't provided any evidence that the treatment was required as an emergency. None of the hospital documentation produced at the time of treatment refers to it as being an emergency situation. The letter from the doctor that was provided later only says

that the treatment was medically required in order to reduce the swelling, otherwise it could have led to repercussions in the long run. That is not the same as saying he required the procedure as an emergency and that it couldn't wait.

Mr F had had varicose veins for a number of years. Upon making the claim he stated that, since there are 8million people on the NHS waiting list, he decided to have the operation at that point rather than waiting for the NHS in the UK. This strongly suggests that Mr F knew it wasn't an emergency situation but instead elected to have the treatment abroad.

I don't doubt that Mr F was in pain and took the advice of the doctors on what could be done to alleviate that pain. The question is whether those circumstances are covered under the policy terms – and I'm afraid to say that they are not.

Overall, I'm satisfied that Aviva has assessed the available evidence correctly to reasonably decline the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

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 F to accept or reject my decision before 20 February 2025.

Carole Clark
Ombudsman