

The complaint

Mr P, Ms E, Miss P and Miss C complain that Aviva Insurance Limited declined their claim against a travel insurance policy. Reference to Aviva includes its agents.

What happened

Mr P has travel insurance as a benefit of a current account. In August 2024, Mr P and Ms E were taking a trip in a family group with Miss P, Miss C and three children. Their flight was due to depart at 5.25am. Mr P says he and Ms E dropped Miss P, Miss C and the three children at the entrance to the airport at 3.25am. Miss P, Miss C and the children proceed to bag-drop and security and Mr P and Ms E went to park the cars.

Mr P booked a taxi for the journey from the car park to the airport. The taxi was due to arrive at 3.53 am but didn't arrive. Mr P booked a replacement taxi which was due to arrive at 4.11am. Mr P and Ms E arrived at the airport.

Mr P says in his and Ms E's absence, the airline wouldn't allow Miss P and Miss C to board the flight with the infant. Mr P and Ms E arrived at the gate after it had closed. They all subsequently missed the flight.

Mr P booked replacement flights and made a claim against the policy for the cost of the flights and additional car hire costs. Aviva declined the claim. It said they hadn't allowed sufficient time to reach the departure point. In its final response to Mr P, Aviva said the airport's website recommends arrival at the airport three hours before the departure of a European flight.

Mr P says Aviva's decision is unfair as it doesn't set out in its terms when travellers should arrive at the airport before a flight. He says Aviva is wrong to say they should have been at the airport three hours before the departure of the flight. Mr P says if the first taxi he booked had been on time, they would have made their flight.

One of our Investigators looked at what had happened. He didn't think Aviva had acted unfairly in declining the claim. Mr P didn't agree with the Investigator. He said the airport doesn't advise arrival at the airport three hours before departure. Mr P said Aviva's terms are unfair and its referral to information from the airport is incorrect. He says if the first taxi had arrived on time they would have arrived at the airport in good time before departure.

The Investigator considered what Mr P said but didn't change his view. Mr P asked that an ombudsman consider his 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 and must act to deliver good outcomes for retail customers.

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 starting point is the terms and conditions of the policy, the relevant parts of which are as follows:

'C – Unexpected costs

What we will cover

[...]

Missed transport

We will 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 are travelling in breaking down, or public transport being delayed or cancelled.

[...]

We will not cover

- *[...]*
- *Any claim for missed transport where the insured person has not allowed sufficient time to reach their departure point.*
- *[...]*

'6. General exclusions

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

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

This type of exclusion is common in travel policies. I don't think it's unfair that Aviva isn't more specific about what amounts to 'sufficient time' or 'enough time', as that depends on the particular circumstances of each case. The question for me to decide is whether Aviva acted fairly and reasonably in relying on the exclusions I've set out above in declining the claim.

The flight was due to depart at 5.25am. The airport website says as follows on the 'Checking-in FAQs' page:

'How long before my flight do I need to check in?

[...]

European: check-in opens three hours before

[...]

We advise that you arrive at least two hours before your flight to allow plenty of time.'

The link to 'Find out more information about check-in' has the following information:

'When to arrive:

[...] The following times serve as a general guide and generally we recommend you arrive at least two hours before your flight to allow plenty of time.

- *[...]*
- *European flights: check-in three hours before your scheduled departure*
- *[...]*

Checking-in and arrival at the airport are two separate things. I don't think Aviva was right to say the airport's website recommends arrival at the airport three hours before a European flight. The airport's website recommends arrival at least two hours before the flight.

Mr P and Ms E weren't at the airport two hours before the scheduled departure time of the flight. Even if the first taxi had arrived on time, Mr P and Miss E wouldn't have arrived at the airport two hours before the departure of their flight. I appreciate Mr P says that if the first taxi had arrived, they would have been in time to catch the flight but that's not the determining issue here. I don't think Aviva acted unfairly or unreasonably in relying on the exclusion I've set out above in declining the claim in relation to Mr P and Ms E.

Mr P says Miss P, Miss C and the children were at the airport two hours before departure but were denied boarding because one of the children was an infant and Miss P and Miss C are not the infant's parents. I've looked carefully at the policy terms and that's not something that's covered by the policy. So, I don't think Aviva acted unfairly or unreasonably in declining the claim in relation to Miss P and Miss C.

For the reasons I've explained, there's no basis on which I can fairly direct Aviva to settle the claim. It follows that I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C, Ms E, Miss P and Mr P to accept or reject my decision before 26 March 2025.

Louise Povey
Ombudsman