

The complaint

Mr M and the estate of Mrs M complain that Aviva Insurance Limited has turned down a cancellation claim made on a travel insurance policy.

What happened

Mr and Mrs M held travel insurance as a benefit of a packaged bank account. They were due to go abroad on 26 July 2023. However, very shortly before they were due to fly, Mr M says Mrs M was suffering from symptoms of vomiting. He says they therefore contacted the NHS 111 service and were told that Mrs M shouldn't fly. So Mr and Mrs M cancelled their holiday and made a claim on the policy.

Aviva asked Mr and Mrs M to provide a copy of the 111 report, so it could assess whether the trip cancellation had been medically necessary. But Mr M said his doctor didn't have a copy of the report and that 111 had told him it had no record of the call. He was able to provide evidence that Mrs M had attended A&E a few weeks after the trip had been cancelled and that she'd seen a neurologist in February 2024. However, Aviva concluded it didn't have enough evidence to show that Mrs M hadn't been fit to travel at the time the trip was cancelled. So it turned down the claim.

Sadly, Mrs M passed away a few months after the claim was made. Mr M therefore asked us to look into this complaint.

Our investigator didn't think Aviva had acted unfairly when it concluded that there wasn't enough evidence to show that Mrs M hadn't been fit to travel in July 2023. Therefore, he didn't think it had been unfair for it to turn down the claim.

Mr M disagreed and so the complaint's been 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.

Having done so, whilst I'm very sorry to disappoint Mr M, I don't think it was unfair for Aviva to turn down this claim and I'll explain why.

First, I'd like to offer Mr M my sincere condolences for the sad loss of Mrs M. It's clear that this has been a very distressing time for him.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as regulatory principles, the policy terms and the available evidence, to decide whether I think Aviva handled this claim fairly.

I've first considered the policy terms and conditions, as these form the basis of the insurance contract. Section A sets out the cancellation cover Aviva provides. This includes the following:

'We'll pay the costs shown in this section if an insured person unavoidably has to cancel their trip or come home early because:

- 1. they, a person they're going to stay with, a close relative or a business colleague who must be at work in order for them to go on their trip becomes ill, is injured, dies or is quarantined.'*

Page 13 of the contract sets out the information an insured person will need to provide to Aviva to support a cancellation claim. It says:

'For medical claims, you'll need to provide us the relevant medical reports and we'll send a medical certificate for completion by the patient's doctor to confirm the reason for your claim.'

I think the policy terms make it clear that Aviva will cover cancellation claims due to an insured person's illness, if the cancellation of the trip is unavoidable. In my experience, most, if not all, travel insurers will only cover cancellation claims due to illness if an insured person can show they weren't medically fit to travel.

It's a general principle of insurance that it's for an insured person to show they have a valid claim on their policy. This means it was Mr (and Mrs) M's responsibility to show both that Mrs M had had an illness and that she wasn't medically fit to travel on 26 July 2023.

In this case, there's limited medical evidence from the time. I understand Mrs M was experiencing symptoms of sickness and Mr M says they contacted NHS 111 for advice. He maintains Mrs M was advised against travel. However, Mr M says NHS 111 didn't pass on any records of the conversation to Mrs M's GP, so there's no record of the advice in Mrs M's GP notes. And Mr M also told us that 111 has no record of the call. So he maintains he can't provide Aviva with any form of report or transcript of the call. On that basis, I don't think it was unfair for Aviva to find that Mr M hadn't been able to provide it with medical reports which showed that cancellation of the trip had been medically necessary, in line with the policy terms.

Mr M did send Aviva evidence that Mrs M had attended A&E on 23 August 2023. However, Mrs M's A&E attendance happened almost a month after the trip was cancelled. And therefore I don't think it was unreasonable for Aviva to conclude that this wasn't enough to show Mrs M hadn't been fit to travel when the trip was cancelled. I also appreciate Mrs M saw a neurologist in February 2024, who referred to Mrs M experiencing a seizure in August 2023, following vomiting. But again, I don't think it was unfair for Aviva to conclude that this wasn't sufficient evidence to show cancellation of the trip was medically necessary on 26 July 2023.

I do understand that it can be difficult in cases such as these for an insured person to obtain the medical evidence an insurer asks for. But in these circumstances, I don't think Aviva acted unreasonably when it decided that it didn't have enough evidence to show either that Mrs M had been advised against travel or that it had been medically necessary to cancel the trip. So I don't think it was unfair for Aviva to turn down the claim based on the evidence it had.

It's open to Mr M to try and obtain further evidence from his GP or from 111 should he wish to do so and to send it to Aviva for assessment. I'd expect Aviva to consider any such new evidence in line with the policy terms and conditions and in line with its regulatory obligations.

But, based on the available evidence, while I'm very sorry to cause Mr M further upset, I'm

not telling Aviva to do anything more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and the estate of Mrs M to accept or reject my decision before 26 June 2025.

Lisa Barham
Ombudsman