

## **The complaint**

Mr G complains about Aviva Insurance Limited's handling of a claim under his travel insurance policy.

## **What happened**

Mr G held a travel insurance policy through his bank account. The insurer was Aviva. He booked a trip abroad on 1 July 2024, and he was due to travel between 9 and 16 July 2024.

Unfortunately, Mr G was unable to travel due to an illness. So, he cancelled the trip and made a claim to Aviva for the costs he was unable to recover. Mr G provided a sick note from his GP, but Aviva said it needed the GP to complete a medical certificate. Mr G wasn't happy with this as he said he was told a sick note would be enough.

Mr G then asked his GP to fill in a medical certificate, and he paid £80 for it. However, Aviva said the GP hadn't completed all the information needed. Mr G made a complaint to this service because he wasn't happy that Aviva needed more information to pay the claim and he had to pay for the medical certificate.

One of our investigators looked into what had happened. And having done so, he thought Aviva had acted fairly and reasonably, and in line with the terms and conditions of the policy, in asking for the information it did to assess the claim.

Mr G didn't agree with our investigator's findings. In short, he said the following:

- Aviva should have been clear from the start about what information was needed. Instead, it gave Mr G conflicting information. This caused delays, inconvenience and frustration.
- Aviva made the claims process unnecessarily difficult and time-consuming for a straightforward claim. And its repeated demands for additional documentation were unreasonable and not justified under the policy terms.

As no agreement was reached, the complaint has 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.

As our investigator explained, we can only consider issues that a business has had the opportunity to consider and respond to. So, I'll only consider what happened up until Aviva's final response on 18 September 2024.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr G's complaint.

Mr G made a cancellation claim to Aviva on 10 July 2024. The policy covers cancellation if an insured person unavoidably has to cancel their trip due to an illness. Aviva acknowledged the claim and asked him to send documentation in support of the claim. This included the following:

*“Information about your illness – Your GP will need to complete a Medical certificate in relation to the illness that has caused the cancellation. This is needed to check that any previous medical conditions are covered under your insurance policy. Please complete the information on the top right of the first page titled “To be completed by the person claiming” before passing it to the doctor. The medical certificate can be found [here](#)*

OR

*If your claim is the result of a new medical condition, that you have not suffered before, please arrange for your GP to write a letter confirming this. Please ensure the letter confirms the diagnosis, including the date of diagnosis and the date that you first consulted your GP. Please also ensure that the letter confirms that it is medically necessary for you to cancel your trip. Please note, if necessary, we may request a medical certificate once we have reviewed your GP’s letter.”*

I haven’t seen anywhere in Aviva’s contact notes that it told Mr G that a sick note from a GP would be enough to show a valid claim. But even if it did, I think the information in its email on 10 July 2024 makes it clear that either a medical certificate or a letter from a GP is needed. And that a medical certificate may be needed regardless.

As a policyholder, it’s for Mr G to show he has a valid claim under the policy. And the policy terms and conditions set out that the policyholder must pay for any relevant certificates, including a medical certificate. The terms also set out that for medical claims under the cancellation section of the policy, a medical certificate completed by the patient’s doctor is required. This is a common term found in most, if not all, travel insurance policies. And it’s also standard practice for insurers to request a medical certificate to consider a cancellation claim due to an illness.

Aviva has said that the sick note didn’t give enough information for it to consider the claim. It didn’t confirm Mr G wasn’t fit to fly. And one of the key questions in the medical certificate was for the doctor to confirm the date when the cancellation was deemed necessary. Aviva also explained that Mr G had made a claim due to a similar condition in March 2024, so it needed to see if this was an ongoing condition.

I think Aviva acted fairly and reasonably when it asked Mr G’s GP to complete the medical certificate before considering his claim for cancellation due to an illness, for the reasons it did. This is in line with the policy terms and conditions. And I think the terms are clear that the cost of obtaining the certificate is Mr G’s responsibility.

I can also see that when Mr G first sent the medical certificate to Aviva, the GP hadn’t completed all the sections. Aviva explained that specifically the section which asks for the date when the cancellation was deemed necessary needs to be completed. I think Aviva acted fairly and reasonably in asking for this information to allow it to consider the claim in line with the policy terms and conditions.

Having considered everything, I don’t think Aviva acted unfairly or unreasonably in the circumstances of Mr G’s complaint.

**My final decision**

My final decision is that I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 April 2025.

Renja Anderson  
**Ombudsman**