

The complaint

Mr and Mrs H are unhappy that Aviva Insurance Limited (Aviva) declined their travel insurance claim.

What happened

Mr and Mrs H have a travel insurance policy alongside their bank account. Aviva is the underwriter of the policy.

Mr and Mrs H had a holiday booked from 5 July 2024 to 27 August 2024. The trip was in three parts where Mr and Mrs H were to spend from 5 July 2024 to 9 July 2024 in one country (which I'll call A) and from 9 July 2024 to 19 August 2024 in the second country (which I'll call B). They were then due to spend further time in A from 19 August 2024 until their return to the UK on 27 August 2024.

While in B, Mrs H unfortunately fell ill on 17 July 2024. She was admitted to hospital for one night on 21 July 2024 and discharged on 22 July 2024. They remained in the hotel until Mrs H recovered enough for them to travel to their next destination. Mrs H was showing the same symptoms again, so they travelled to the capital to see a consultant. Mrs H was admitted to hospital again on 26 July 2024 and discharged on 28 July 2024. Due to their trip consisting of strenuous activities, Mrs H was advised to bed rest at a nearby hotel as a precaution in case her health got worse. She didn't get much better over the following days, so Mr and Mrs H decided to go back to A - earlier than they'd planned on 1 August 2024. They remained there and Mrs H got gradually better. They returned to the UK on their original scheduled departure date and flight on 27 August 2024.

Mr and Mrs H started the claim process with Aviva. In September 2024, Aviva declined their claim. Aviva said Mr and Mrs H hadn't provided a medical report confirming it was medically necessary for them to return home early. It also offered Mr and Mrs H £50 compensation for the delays they experienced in processing the claim. It settled part of the claim, but a dispute remained about the costs not being covered for the unused part of their trip in B.

Unhappy, Mr and Mrs H brought their complaint to this service. Our investigator didn't uphold the complaint. He thought Aviva had fairly declined the claim as Mr and Mrs H had returned home on their scheduled flight and not early. So, the trip wasn't cut short (curtailed).

Mr and Mrs H disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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 insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with

the best interests of their customers, and that they should handle claims promptly and fairly.

I've considered the terms and conditions of Mr and Mrs H's policy.

On page 28, under the 'A. *Cancelling or coming home early*' section of the policy, it states cover will be provided for costs if an insured person unavoidably had to cancel their trip or come home early. And, in the same section, on page 29, it states there won't be cover for any costs for coming home early unless they have been authorised by Aviva before the insured person arranges them.

Aviva said there was no medical report or confirmation that it was medically necessary to return home early.

Firstly, the above terms and conditions refer to either cancelling a trip or coming home early. I can't see that Mr and Mrs H did either. They decided to go from B back to A. This was because they felt the level of care that Mrs H would receive in A would be better than what she'd had in B. They also said they were more familiar with A because they'd lived there previously, and it was like their second home. I understand their reasons, but the crux of the issue is that they did this without obtaining authorisation from Aviva and of their own volition.

Whilst I note that Mr and Mrs H informed Aviva's medical team by email that they were going to A, that wasn't enough. Travel back to A wasn't authorised by Aviva and in line with the policy terms and conditions, this was a necessary requirement. Mr and Mrs H were expecting to be covered for costs that weren't authorised. I'm not persuaded therefore their unused costs in B should be covered.

I've considered the letter from the treating consultant during Mrs H's second hospital stay in B. This states: '*The patient received relevant treatments under the supervision of mine and got discharged on 28/07/2024 without any further complaints. The patient was strictly advised to get some bed rest and to reduce travelling as much as possible for that duration.*' Mr and Mrs H didn't stay in B so that Mrs H could recover but instead travelled back to A and stayed there for the remaining part of their trip which was against the advice of the consultant. They returned on their scheduled departure date as had originally been planned.

I'm not persuaded that Aviva declined Mr and Mrs H's claim unfairly. Mr and Mrs H didn't return home early but travelled to A only a few days after being discharged and stayed there before returning home to the UK. Under the policy terms, I don't think costs associated with their unused part of the trip would therefore be covered. Additionally, there's no medical report to confirm travel to A was medically necessary. The only medical confirmation was from the consultant in B who'd advised for recovery to take place at a nearby hotel and for Mrs H to have bed rest.

I understand that Mrs H went through a difficult time with her health, and it must have been more worrying for them as they were travelling and away from home. But overall, I don't think Aviva declined their claim outside the terms of their policy or did so unfairly. I know this will be disappointing for Mr and Mrs H, but I can't reasonably ask Aviva to pay the claim based on the available information and the circumstances of this complaint. It follows therefore that I don't require Aviva to do anything further.

My final decision

For the reasons given above, I don't uphold Mr and Mrs H's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to

accept or reject my decision before 1 April 2025.

Nimisha Radia
Ombudsman