

The complaint

Mr S is unhappy that Aviva Insurance Limited declined a claim made under his travel insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving the reasons for my 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.

Aviva has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I know Mr S feels very strongly about his case and that he has been financially impacted by Aviva declining his claim. I have a lot of empathy for his situation. But for reasons I'll go on to explain, I'm satisfied Aviva has fairly and reasonably declined his claim.

The policy does cover cancellation claims because of illness. However, there are also some listed exclusions to this. One of which is that Aviva:

will not cover any claim for any insured person arising directly or indirectly from:

- Any undiagnosed health problem or symptom for which a diagnosis has been sought but not yet received, that the insured person was aware of:
 - Before booking a trip...

I'll refer to this as 'the exclusion'.

I'm satisfied that Aviva has fairly and reasonably relied on the exclusion to decline the claim. That's because:

- The evidence reflects that Mr S attended a consultation with his GP around a day before booking his holiday, paying a deposit for his trip.
- Mr S says that he wasn't referred for investigations at this consultation. However, I'm not persuaded the medical evidence supports this. Mr S's GP has provided a letter dated September 2024 which says that Mr S was seen by them with ongoing urinary symptoms. They recommended some further investigations and referred Mr S to a urologist.
- The letter goes on to say that Mr S had been stressed and anxious about this following the GP consultation and so ended up cancelling his holiday. This is inconsistent with Mr S's submissions; that when he received contact from the urology department the day after booking his holiday, he started to feel very anxious and

realised that he wouldn't enjoy his trip. So, he cancelled before having to pay the balance of the amount owed.

- I'm therefore satisfied that Aviva has reasonably linked the reason which resulted in Mr S cancelling the trip (his stress and anxiety) with the urinary symptoms that were awaiting a diagnosis at the time he booked his trip and were under investigation. The overall evidence supports that Mr S's anxiety and stress arose from the urinary symptoms.

Mr S is also unhappy that Aviva provided inconsistent reasons for declining the claim. I'm satisfied that Aviva quickly acknowledged that and paid Mr S £75 compensation for the impact (as reflected in its final response letter dated 24 September 2024). I'm satisfied this amount fairly reflects the upset and frustration caused for the claim was handled initially. And the inconvenience Mr S experienced, challenging this.

However, ultimately, for the reasons set out above, I'm satisfied that Aviva has fairly declined the claim by relying on the exclusion.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 July 2025.

David Curtis-Johnson
Ombudsman