

The complaint

Mr C has complained that Aviva Insurance Limited declined a cancellation claim he made on a travel insurance policy.

What happened

Mr C had planned a trip abroad for a family celebration in October 2024. Unfortunately, he was unable to have one of the required vaccinations for travel to his destination and so had to cancel the trip.

Aviva declined the claim on the basis that the circumstances were not covered under the policy terms.

Our investigator thought that Aviva had acted reasonably in declining the claim. Mr C disagrees and so the complaint has been passed to me for a 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.

I've carefully considered the obligations placed on Aviva by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Aviva to handle claims promptly and fairly, and to not unreasonably decline a claim.

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 test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, they state:

'A - Cancelling or coming home early

What we will cover

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

- 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. You will also be covered if the insured person's travelling companion has to cancel the trip or come home early because of one of these events.*

- They or their travelling companion are:*

- called as a witness or for jury service or to attend a tribunal in a court of law, • formally notified of redundancy,
- needed at home following a burglary or severe damage to their home,
- unable to reach or use their pre-arranged accommodation due to a natural disaster, severe weather, fire, explosion or an outbreak of food poisoning,
- denied boarding because there are too many passengers, and no alternative is available for more than 12 hours from the scheduled departure time,
- a member of HM Armed Forces, the Emergency Services, a government department or the NHS and leave is cancelled due to an unexpected posting or an emergency in the UK,
- pregnant and are advised by a doctor not to travel as a direct result, or the transport operator confirms they would be travelling outside the conditions of carriage. The pregnancy must have been confirmed after you opened your Nationwide FlexPlus current account, or booked your trip, whichever is later.
- The insured person or their travelling companion's:
 - travel or accommodation provider becomes insolvent,
 - passport or visa is stolen in the 7 days before travelling,
 - pre-booked travel arrangements on their outward journey from the UK are cancelled or delayed for more than 12 hours or diverted after departure, and the travel provider has been unable to provide suitable alternative arrangements.
- In the 31 days before the departure date, or while the insured person is away on their trip:
 - they or their travelling companion is the victim of a violent crime that has been dealt with by the police,
 - the FCDO issues an advisory notice advising British nationals against all (or all but essential) travel to the insured person's destination, or to leave the area in which they are staying,
 - a government closes the border or introduces a local lockdown which prevents the insured person from travelling or continuing their trip,
 - a terrorist attack or natural disaster happens within a 50-mile radius of the insured person's pre-arranged accommodation, and they do not wish to travel or they wish to return home early.

We will not cover

- Anything in section '6. General exclusions'.

And:

'6. General exclusions

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

- *Any loss that is not specifically described in this policy.'*

Mr C booked the trip and then made arrangements to have a number of vaccinations. However, he was advised against having the vaccine for yellow fever due to his age. As a yellow fever vaccination was a requirement of entry to the destination country, he was unable to travel and had to cancel the trip.

It's clear from the above wording that this circumstance is not set out under the list of insured perils in the policy.

Mr C has argued that what happened to him is akin to being a pregnant woman who is advised not to travel by health professionals. So, as it is a similar circumstance to something that is mentioned in the policy, he believes it should be covered.

However, Mr C has hit the nail on the head when he says the claim has been declined because there is no specific wording that covers his scenario. He's talked about Aviva hiding behind its terms and conditions. But, having set out in the policy what it is willing to cover, I would say that it has relied on, or abided, by its terms and conditions, to decline the claim.

I have a great deal of sympathy for Mr C's situation. He had no idea when booking the trip that he'd be unable to get the yellow fever vaccination. Unfortunately, he had to miss a family event and is out of pocket as a result. However, the matter at hand is whether those circumstances are covered under the policy terms – and I'm afraid to say that they are not.

I've thought very carefully about what Mr C has said, however, on balance, I'm satisfied that Aviva acted fairly and reasonably in declining the claim.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 April 2025.

Carole Clark
Ombudsman