

The complaint

Mr K and Ms R complain that Aviva Insurance Limited declined their travel insurance claim.

What happened

Mr K and Ms R have travel insurance through a bank account, the insurer is Aviva. They missed their flight to Europe. They told Aviva that when booking their taxi for 13.43 the estimated time for travel to the airport was around 45 minutes. Due to an accident causing travel problems the original taxi cancelled and they had difficulty booking another. The substitute taxi picked them up at 13.55 and dropped them off at the airport at 15.15 so they didn't have time to get through check-in for their flight which was scheduled to depart at 16.15. They claimed on the policy for the costs of rearranging their travel up to the policy limit.

Aviva declined the claim. The policy excluded claims where Mr K and Ms R hadn't allowed enough time to get to the departure point for the time shown on their travel itinerary. Aviva said the airport recommended travellers arrive two hours before their flight departure, to allow for queuing and delays. Aviva looked at the information Mr K and Ms R provided about timings and delays and said their original travel plans hadn't allowed enough time to get to the airport two hours before their flight time.

Mr K and Ms R complained to us. In summary they said Aviva's decision was unfair because:

- The purpose of travel insurance is to cover these circumstances which were beyond their control and unforeseen. They'd done everything they could in the circumstances to try to leave the house on time. It was difficult to find a taxi as drivers kept cancelling due to the traffic problems.
- When they were in the check-in queue for luggage drop off they were told check-in was closed. If the traffic delays hadn't happened they would have been able to check-in on time.

Our Investigator said Aviva had fairly declined the claim.

Mr K and Ms R disagree and want an Ombudsman's 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The policy provides cover for missed transport if Mr K and Ms R missed pre-booked transport because of an unexpected transport delay. But there's an exclusion to the cover that says Aviva won't pay:

“Any claim where the insured person hasn’t allowed enough time, or done everything they reasonably can, to get to their departure point for the time shown on their itinerary”.

The exclusion is in the policy ‘general exclusions’ and also set out in the table of significant exclusions for missed transport, so the exclusion is clear in the policy documents. I need to consider if Aviva reasonably used the exclusion to decline Mr K and Ms R’s claim.

When I consider complaints about missed flights I look at the relevant airport’s recommendation for arrival time. The airport Mr K and Ms R were travelling from says on its website:

“WHEN TO ARRIVE

We recommend getting to the airport three hours before your flight if you're travelling internationally, or two hours if you're travelling domestically or to Europe”.

From the information and documents Mr K and Ms R provided they booked the original taxi to the airport at 13.43, two hours and 32 minutes before their flight left at 16.15. Without there being the traffic delays on the roads the journey from their home to the airport should have taken about 45 minutes. So even if there had been no delays Mr K and Ms R would have arrived at the airport around 14.30 at the earliest, which is less than the airport’s recommended two hours before their flight time.

The information from National Highways says there were delays of 28 minutes on the route around the relevant time. That’s about the delay Mr K and Ms R had as their replacement taxi receipt shows it picked them up at 13.55 and they were dropped off at the airport at 15.15.

I understand Mr K and Ms R didn’t foresee the traffic problems but that doesn’t mean Aviva was unreasonable to use the exclusion to decline the claim. I think Aviva fairly relied on the airport’s recommendation that a traveller should arrive at the airport two hours before their flight as the benchmark for what is enough time.

The important point here is that, even if Mr K and Ms R hadn’t experienced the traffic problems and delay, their original travel plan meant they wouldn’t have arrived within the recommended two hour timeframe. Given the timings and duration of their delay, if their original travel plan had been for them to arrive at the airport two hours before the flight I think it’s more likely than not that they would have been able to check-in and take their original flight.

Overall, I’m satisfied that Aviva reasonably declined the claim. There’s no basis for me to say Aviva should pay Mr K and Ms R’s claim.

My final decision

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K and Ms R to accept or reject my decision before 17 June 2025.

Nicola Sisk
Ombudsman