DRN-5573435

The complaint

Mr D1, Mrs D, Ms D, Mr D2 and Mr D3 complained that Aviva Insurance Limited declined their travel insurance claim and mis-sold the policy.

As Mr D1 has taken the lead on the claim and complaint I'll refer to Mr D1 to include all the complainants unless the facts require otherwise.

What happened

Mr D1, Mrs D and their three adult children have a travel insurance policy insured by Aviva. They bought the optional winter sports cover. Mr D2 rented skis for use in a ski resort. The skis were damaged irreparably on a rock while in use which cost him EUR 300 to repair which was claimed on the policy.

Aviva declined the claim. It said the policy covered hired winter sports equipment that's accidently damaged but there's a specific exclusion in the policy terms which says damage while in use isn't covered.

Mr D1 complained to us that Aviva's decision was unfair. In summary he said Aviva relied on the 'small print' in the policy to decline the claim. The only purpose of hiring skis is to use them on ski slopes and that's when the risk occurs. Aviva was 'disingenuous' to suggest anyone buying this policy would think otherwise. If Aviva is correct then its winter sports cover is worthless and has been mis-sold. He wants an apology, a full refund of the claim, without deduction of the excess, and compensation for the time and stress dealing with the complaint and his 'loss of faith' in Aviva.

Before this Service started our investigation we explained to Mr D1 that as his final response letter from Aviva was about the claim decline we could only consider that matter in this complaint. He would need to complain to the business that sold him the policy about his mis-sale concerns before we could consider a mis-sale complaint. Mr D1 confirmed we should proceed with the complaint about the claim decline.

Our Investigator said Aviva had fairly declined the claim. She explained this Service doesn't have the power to change the way a business writes its policies or make a business alter its process. Also she said she hadn't seen evidence that this exclusion was hidden or misrepresented at the point of sale.

Mr D1 disagrees and wants an Ombudsman's decision. He said it was concerning that we couldn't address such 'cynical mis-selling'. He believes the broader implication is that every winter sports policy Aviva sold is of little real value and he wants that looked into. He emphasised that he thought the policy term about cover for damage to winter sports equipment was clear in its intent and any unreasonable deviation was mis-selling.

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.

This decision is only about whether or not Aviva reasonably declined the claim. We correctly explained to Mr D1 that he would need to complain to the business that sold him the winter sports cover about his concerns that his policy had been mis-sold. If the parties can't agree then Mr D1 can ultimately complain to us about that separate matter. We can consider whether an insurer has mis-sold a policy to an individual consumer and each outcome will depend on the individual circumstances of the sale. But in this decision I'm not considering the mis-sale complaint and I've seen no evidence about what happened at the point of sale of the policy to Mr D1.

Mr D1 has raised his wider concerns around all the winter sports policies Aviva has sold. We don't have the statutory power to look at that broader issue. He feels very strongly about the issue and I understand he's contacted the regulator, the Financial Conduct Authority (FCA), about his wider concerns.

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

The policy terms for the winter sport optional cover are set out in the policy schedule which Mr D1 has sent us as part of his complaint. The policy terms say:

> '*Winter sports equipment* (skis are included in the policy definition)
> *If you hire winter sports equipment and it is lost, stolen or damaged by accident during your trip, we will pay for its replacement or repair up to the limit shown in the Limits and Excesses section below.*
> *…*
> *What is not covered…*
> *Winter sports equipment that is damaged while it is being used'.*

Although the policy does cover hired skis damaged by accident during the trip there is a specific policy exclusion for skis damaged while being used. So on a strict interpretation of the policy terms Aviva correctly declined the claim.

I also need to consider what's a fair and reasonable outcome in all the circumstances. I note all Mr D1 says about the main risks occurring to hired skis when they're in use. But it's for the insurer to decide what risks it wants to insure. No travel policy covers every situation a consumer finds themselves in. It's not unusual for an insurer to limit the risk it's prepared to cover. This Service generally thinks limitations and exclusions on cover are reasonable if the policy terms are clear.

I think the relevant policy terms are clear. The winter sports policy terms are set out over four pages in a format that's clear about what's covered and what's not covered. I'm satisfied Aviva has clearly set out in the policy terms that it's prepared to cover hired winter sports equipment that's damaged by accident but there's no cover if the skis are damaged while they're being used.

In these circumstances Aviva can reasonably rely on the policy exclusion to decline the claim.

As I think Aviva reasonably declined the claim there's no basis for me to award any compensation to Mr D1 or the other complainants.

My final decision

I don’t uphold Mr D1, Mrs D, Ms D, Mr D2 and Mr D3’s complaint about Aviva Insurance Limited declining the claim.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr D1, Mrs D, Ms D, Mr D2 and Mr D3 to accept or reject my decision before 18 August 2025.

Nicola Sisk
Ombudsman