

The complaint

Mr and Mrs W complained that Aviva Insurance Limited charged them two excesses when they made a claim on their travel insurance policy.

What happened

- Mr and Mrs W took out travel insurance that was underwritten by Aviva.
- In March 2025 they made a claim for the cost of unused accommodation when they had to cancel a trip abroad.
- Aviva paid the claim but deducted two excesses of £50 per person.
- Mr and Mrs W thought this was unfair, but Aviva said it was satisfied the excess had been applied correctly and in line with the terms of their policy.
- After investigating, our investigator concluded the complaint shouldn't be upheld because he was satisfied it was fair for Aviva to deduct two excesses.
- Mr and Mrs W don't agree. They said the cost of the accommodation had been paid by one person and the cost would have been the same regardless of the number of people involved. They thought the policy wording was ambiguous and most people would reasonably assume that one excess per person would not be applied to single cost claims.

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.

Having done so, I've decided not to uphold this complaint for these reasons:

- It's for insurers to decide how much excess to charge when offering insurance and it's not unusual for travel insurance to work on an excess per person basis. So, in principle, I don't think it's unreasonable or unfair for Aviva to have charged two excesses here. What's important is that Aviva made that clear to the policy holder.
- The terms and conditions of Mr and Mrs W's policy say that "Where a policy excess applies, it is £50 per person, per trip." Under the section "Making a claim", the policy says, "You'll need to pay the first £50 of any claim, per insured person, per trip (unless otherwise stated)".
- The terms go on to say that "where two or more people claim for the same incident, the most you will pay is twice the excess". So, in this case, Mr and Mrs W would not have had to pay any more than £100 if more people had been insured.
- Mr and Mrs W say the terms of their policy are ambiguous. But I don't agree. The policy is clear that the policy excess applies per insured person, per trip. As it was insuring two people, I think it was reasonable for Aviva to charge an excess for each person on the trip, to a maximum of £100.
- The fact that the cost of the trip was paid by one person, and the cost of the accommodation would have been the same regardless of the number of people who went on the trip, makes no difference to the amount of excess charged.

For these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold this complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 12 August 2025.

Richard Walker
Ombudsman