

The complaint

Mr and Mrs G, and Ms G, have complained that Aviva Insurance Limited declined a claim they made on a travel insurance policy.

As it is Mr G leading on the complaint, for ease, I will mostly just be referring to him in this decision.

What happened

Mr G and family had planned a trip abroad in December 2024, when they missed their outbound flight. They had reached the airport in good time. However, due to an issue with the scanners, there were severe delays in getting through security. They arrived at the departure gate just three minutes after it had closed. They managed to arrange another flight for the following day and then made a claim on the policy.

Our investigator thought that Aviva had acted reasonably and in line with the policy terms and conditions. Mr G 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.

So, I've considered the terms of the policy held, as this forms the basis of contract between the parties.

Looking at the policy terms, under 'Unexpected costs', it states:

'What we'll cover

Missed transport

We'll pay for alternative travel and accommodation costs to enable the insured person to reach their destination if their pre-booked transport is missed because of an unexpected transport delay, such as the vehicle they're travelling in breaking down, or public transport being delayed or cancelled.

Delayed transport

We'll pay £50 for each full 12-hour period an insured person's pre-booked transport is delayed if they decide to continue the trip.

We'll work out the length of the delay from the date and time of the scheduled departure.'

Aviva has declined the claim on the basis that the delay occurred at the airport and that it was therefore not a transport delay that caused them to miss the flight.

Although Mr G says his pre-booked transport arriving at the airport slightly later than anticipated, that wasn't the reason they missed the flight, which was due to the issue with the scanners. The airline has confirmed that there were long queues to get through security on that date.

There's no doubt that the problem with the scanners was an unusual and unforeseen event. Mr G says it is exactly the sort of scenario that he assumed he'd be covered for. However, whilst he says he 'reasonably' expected to be covered, that isn't the criteria for whether the claim should succeed or not.

I'm afraid that insurance policies don't cover all unforeseen events. As already mentioned, an insurer will choose what risks it will and will not cover and set these out in the policy terms.

Mr G says that the delay in getting through security constitutes a transport delay and therefore meets the policy terms. However, I'm not persuaded by this. Whilst 'transport' isn't further defined in the policy wording, it's commonly understood to be something that conveys people or goods from one place to another. Therefore, an airport itself is not 'transport'.

Mr G says that this circumstance is not specifically excluded in the policy. However, under 'Unexpected costs', the terms go on to say:

'We won't cover

- *Anything in Section 6 General exclusions.'*

The policy then goes on to state:

'6. General Exclusions

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

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

I have a great deal of sympathy with Mr G's situation. The long queues at airport security were clearly outside of his control. They missed the flight through no fault of their own, missed a day of their trip and are out of pocket as a result. However, the matter at hand is whether Aviva has done anything wrong – and I'm unable to conclude that it has.

I've thought very carefully about what Mr G has said and I understand the strength of his feelings. However, overall, I consider that Aviva has reasonably declined the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

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 G, Mrs G and

Ms G to accept or reject my decision before 27 October 2025.

Carole Clark
Ombudsman