

## **The complaint**

Mr and Mrs L have complained that Aviva Insurance Ltd declined a claim they made on a travel insurance policy.

As it is Mrs L leading on the complaint, I will mostly just be referring to her in this decision.

## **What happened**

Mr and Mrs L had booked a trip abroad. Unfortunately, their dog had an accident which required an operation and period of recuperation. Therefore, they cancelled the trip and made a claim on the policy for their unused costs.

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, in line with the policy terms and conditions. Mrs L disagrees with the investigator's opinion 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.

Mrs L has talked about the policy being unfair to dog owners. We wouldn't normally get involved with what insurers choose to cover or not cover. And it's important to make clear that we are not the industry regulator. We have no power to regulate the financial businesses we cover, nor to direct them to change their processes or procedures. Our role is to investigate individual complaints made by consumers to decide whether, in the specific circumstances of that complaint, a business has done something wrong which it needs to put right.

It is the case that insurance is designed to cover unavoidable events – but not all unavoidable events. 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, under the section for 'Cancelling or coming home early', it lists a number of scenarios that are covered. These have previously been set out and so I won't repeat them here.

So, a claim would only be covered if the cancellation was due to one of the listed reasons. It follows that, if a reason isn't listed, then it isn't covered. Cancellation of a trip due to a pet becoming sick doesn't feature in the list of insured events.

Mrs L has highlighted that unused fees for kennels or catteries are covered, meaning that Aviva recognises the necessity to care for pets. But those fees are covered if a policyholder has to cancel a trip due to one of the listed insured events and then can't get a refund of pre-paid kennel or cattery costs.

Mrs L says that, as the policy doesn't specifically say it doesn't cover caring for pets, it is misleading. However, under 'General Exclusions', there is a further list of what is not covered, including:

*'any loss that is not specifically described in this policy'*

I consider this makes it sufficiently clear that any circumstance that is not directly referenced as being covered, is therefore excluded.

I have a great deal of sympathy for Mr and Mrs L's situation. Their dog needed urgent treatment and there was nothing else they could reasonably have done other than cancel their trip, leaving them out of pocket as a result. However, the matter at hand is whether those circumstances are covered under the policy terms – and unfortunately, they are not.

I've thought very carefully about what Mrs L has said but, on balance, I'm satisfied that Aviva acted reasonably in declining 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 L and Mrs L to accept or reject my decision before 24 October 2025.

Carole Clark  
**Ombudsman**