

The complaint

Mr and Mrs P complain that Aviva Insurance Limited declined their travel insurance claim.

My references to Aviva include its claims handling agent.

What happened

Mr and Mrs P have travel insurance through a bank. The insurer is Aviva. They booked a trip abroad but unfortunately they couldn't obtain a valid visa in time so they couldn't go on the trip. The travel provider refused to refund the trip's cost so Mr and Mrs P claimed on the policy for the lost cost of their holiday and the cost of the visa applications.

Aviva declined the claim. It said the circumstances of the claim weren't covered by the policy. It also referred to a policy exclusion.

Mr and Mrs P complained to us that Aviva was unfair not to pay the claim. In summary they said:

- They'd travelled in the relevant country with a visa in 2023 which was valid until May 2025, so should have covered their 2025 trip. However new visa rules by the new government in the relevant country meant their existing visa wasn't valid. They applied for a new visa as soon as they knew about the rule change.
- The visa process with the relevant country's embassy was very difficult (which they detailed) and their visa application was refused.
- They'd been paying for the travel insurance policy for many years and had never made a claim on the policy. But when they had to make a claim through no fault of their own Aviva wouldn't pay.

Our Investigator considered that Aviva had fairly declined the claim.

Mr and Mrs P disagree and want an Ombudsman's decision. They added that:

- They'd worked hard to save the money for this 'trip of a lifetime' and couldn't afford to lose the money.
- Aviva was 'picking and choosing' what it pays out for. They'd done everything right and Aviva should pay the money they lost as they had very unusual and unexpected circumstances.
- The bank had sold them the policy so, if Aviva didn't pay the claim, the bank was also responsible. They suggested the bank should pay them back the premiums they'd paid over the years.

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 about whether or not Aviva fairly and reasonably declined Mr and Mrs P's claim. They've now suggested that the bank mis-sold them the policy. If they think they were mis-sold the policy they will need to first complain to the bank. If the bank and Mr and Mrs P can't agree on that matter then they can make a separate complaint to us about that matter.

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

I have to decide whether Aviva fairly and reasonably declined the claim, and I think it did. I'll explain why.

The policy covers cancellation of a trip but only for specific insured reasons. Mr and Mrs P's policy sets out the insured reasons under the cancellation section of the policy. Having to cancel a trip due to not being able to get a valid visa isn't an insured reason for cancellation cover, even if it's not Mr and Mrs P's fault that they couldn't get the visa they needed. So the reason for the claim isn't covered by the cancellation section of the policy.

Aviva also referred to the following general exclusion:

- 'These exclusions apply to all sections of this worldwide travel insurance.*
- Any loss that is not specifically described in this policy'.*

So there is a specific policy exclusion saying that if the claim for loss isn't an insured reason set out in the policy then there's no cover for the loss.

I've considered whether Mr and Mrs P's claim would be covered by any other section of the policy, but I don't think it would be. Aviva correctly declined the claim in line with the policy terms.

I've also considered what is fair and reasonable in all the circumstances of the claim.

I appreciate that when Mr and Mrs P booked the trip, and made the final payment, they had their visa in place which they understood would be valid for the trip. They didn't expect the new government's visa rule change and they did all they could to try and get a new visa in time. They couldn't go on their trip of a lifetime and that must have been disappointing and upsetting. But even though it wasn't Mr and Mrs P's fault they couldn't go on the trip that doesn't mean Aviva has to pay the claim.

No travel insurance policy covers every scenario a consumer may face. This insurance policy cover, like all insurance policy cover, is subject to terms and conditions. Mr and Mrs P say Aviva has just chosen what it pays out for and the policy wording does set out what risks Aviva is prepared to insure. Aviva can choose what risks it wants to insure but needs to make that information clear.

I'm satisfied that Aviva has clearly set out in the policy the risks it wants to insure for a trip cancellation. The insured reasons don't include a consumer not being able to go on a trip because of visa issues. The policy is also clear that Aviva specifically excludes a claim for a loss that's not covered by an insured event described in the policy, and Mr and Mrs P's claim isn't covered by an insured event described in the policy.

There is no basis on which I can fairly and reasonably say that Aviva must pay the claim.

Mr and Mrs P say if Aviva doesn't have to pay the claim they want the policy premiums they've paid refunded. Aviva doesn't have to refund the premiums just because the claim

isn't covered. It provided Mr and Mrs P with insurance cover, subject to the policy terms, for the time they've had the policy even if they didn't have to make a claim during that period.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 14 October 2025.

Nicola Sisk
Ombudsman