DRN-5775842

Financial Ombudsman Service

The complaint

Miss A and Mrs R complained about how Aviva Insurance Limited dealt with their travel insurance claim. My references to Aviva include its agents.

Mrs R has led on the claim and complaint so I'll refer to Mrs R unless the facts require otherwise.

What happened

Mrs R has travel insurance through her bank account which also covers her children. Miss A is one of her children and over 18 years old so she is also a complainant.

Mrs R claimed on the policy for her children's damaged laptop and iPad. She told Aviva that in 2024 on a return flight from abroad the devices were in hand luggage which she had to give to a flight attendant due to lack of overhead locker space. Mrs R believes the devices were damaged while being stored during the flight.

Aviva initially declined the claim as it believed Mrs R didn't have a trip extension upgrade. When it accepted the upgrade was in place it asked Mrs R for information to show the cost of repair of the devices or if they couldn't be repaired. It told Mrs R it needed to ask her some questions and during the phone assessment it asked her questions about her open 2023 claim as well. Mrs R complained to Aviva that it had wrongly declined her 2024 claim and hadn't treated her fairly.

Aviva's final response letter to Mrs R apologised for her trip extension upgrade not being on its system. It also apologised that Mrs R felt interrogated, Aviva said that wasn't its intention but it needed to ask questions to get a good understanding of the circumstances of the claim. Its final response letter also referred to the questions it had asked her about her 2023 claim. Aviva said it needed further information to validate that claim and once received it will continue the claim assessment.

Miss A and Mrs R complained to us. In summary they said:

- Aviva initially wrongly rejected the 2024 claim because it said Mrs R hadn't taken out trip extension cover.
- Once Aviva accepted the extended trip cover was in place it asked Mrs R to provide confirmation that the devices couldn't be repaired, which she provided.
- Aviva then questioned Mrs R in detail about the claim and said it wouldn't pay the claim as the devices weren't working due to wear and tear, but the devices were in good condition and looked after.
- Mrs R's very unhappy about how the claim assessment call was handled.
- They want Aviva to accept the claim for the laptop and iPad. Mrs R said she's provided all the information Aviva asked for and she can't afford to replace the devices for her children.

Our Investigator considered that Aviva had acted fairly when assessing the claims.

Mrs R sent us an 'acknowledgement receipt' from the airline for the 2024 trip and the report from the repairer. She also sent a property irregularity report (PIR) from the airline for the 2023 trip and said she'd told Aviva that due to her health conditions it would take time for her to provide the information for the damaged items from the 2023 trip.

Our Investigator sent the documents to Aviva. It said the only document it hadn't already seen was the airline's acknowledgement receipt which didn't show Mrs R had reported the damaged devices to the airline. Aviva said if Mrs R could provide details of the report she made to the airline and the airline's response then it would re-review the 2024 claim.

Aviva said the PIR Mrs R had provided was for her delayed luggage claim in 2023 which it had already settled. It hadn't yet received evidence to show the claimed items in 2023 were damaged on an insured trip. If she has a PIR for the damaged items from the 2023 trip she should send it to Aviva.

Mrs R wants an Ombudsman's decision. She sent us a copy of a form which she said shows she's logged a complaint with the airline about the damaged devices on the 2024 trip. She'd tried to get a response but the airline hadn't responded. Mrs R said she paid a high premium for her travel insurance and she thought she was covered for any travel baggage issues. She also said Aviva had told her there were no time restrictions which is why she submitted a claim for her items damaged on the 2023 trip later.

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.

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

Miss A and Mrs R originally complained to us about how Aviva had dealt with their 2024 claim for the damaged laptop and iPad. During our investigation the scope of the complaint has widened to include some elements of the claim Mrs R made in 2023. Aviva's final response letter to Mrs R refers to the 2023 claim and both parties have commented on that claim. So I think it's reasonable for me to make some limited findings in relation to the 2023 claim as well as findings for the 2024 claim.

Mrs R says she thought her travel insurance covered any baggage issue. But no travel insurance covers all the scenarios a consumer may face and the policy cover is subject to the policy terms and conditions, which are clear in this policy.

For the 2024 claim, Aviva did initially incorrectly decline the claim because its system wrongly showed Mrs R hadn't taken out trip extension cover. When she provided evidence of the upgrade Aviva admitted its system's error and apologised. I think Aviva's response was fair and its error didn't cause an unreasonable delay.

Aviva then asked Mrs R for evidence that the devices couldn't be repaired. Mrs R provided a report from a repairer which said both devices are '*beyond economical repair*'. Aviva contacted the repairer who said the issues with the devices were most likely caused by wear and tear and there's no signs of any physical damage.
The 'Your belongings' section of the policy has a specific exclusion which says Aviva won't cover '*wear and tear*'. Mrs R says the devices were in good condition. But the repairer is an

independent expert and I'm satisfied Aviva reasonably relied on the repairer's opinion, that the damage was likely caused by wear and tear, to decline the claim.

Mrs R has now provided a 'passenger property questionnaire' which shows she notified the airline of her claim for damaged items. She's also provided the airline's acknowledgement receipt, but that says the receipt isn't an acknowledgement of liability. Mrs R says she's having difficulty in getting a response from the airline. But Aviva reasonably said that when it receives the outcome of Mrs R's claim against the airline it will further review the claim.

I appreciate Mrs R felt interrogated during the phone assessment with Aviva. But it's usual and reasonable for insurers to ask detailed questions when trying to establish the circumstances of a claim and it's a claimant's responsibility to show that a valid claim exists. As Mrs R had two open claims at the time I don't think Aviva was unfair to ask her about the 2023 claim too.

I'm satisfied that on the evidence Aviva has it's acted in line with the policy terms and also fairly and reasonably in not paying the 2024 claim for the damaged laptop and iPad.

As to the 2023 claim, I haven't seen the full details of the claim as Miss A and Mrs R's complaint to us was originally only about the 2024 claim. Mrs R thinks the 2023 claim for damaged items is still open and not yet decided by Aviva.

From the limited information I have I understand Aviva settled the 2023 delayed luggage claim. Aviva is correct to say that the PIR from the airline for the 2023 trip doesn't show that the items Mrs R claimed for were damaged on that trip. Aviva is fair to say it needs evidence that the items were damaged on an insured trip - that's a basic requirement to show Mrs R has a valid claim for those items. From what Aviva says it hasn't finalised its assessment of the 2023 claim for damaged items. It says it will reassess the claim if Mrs R can provide the information it's told her it needs, which doesn't appear to be unreasonable. If Mrs R is unsure what information Aviva needs she should contact it direct and get clarification.

On the available evidence I have about the 2023 claim for damaged items I don't think Aviva has handled the claim unreasonably. As our Investigator explained, Mrs R will need to send any further evidence she has to Aviva direct. If Mrs R doesn't agree with its final assessment of her 2023 claim for damaged items then she can complain to Aviva and ultimately make a separate complaint to us.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A and Mrs R to accept or reject my decision before 6 October 2025.

Nicola Sisk
Ombudsman