

The complaint

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

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

What happened

Mr and Mrs C and their two children were due to go on a trip abroad, starting on 19 August 2024. However, both Mr and Mrs C became unwell on 18 August 2024 and were unable to travel. Therefore, they cancelled the trip and made a claim on the policy.

Aviva declined the claim on the basis that the circumstances are not covered under the policy terms.

Our investigator thought that Aviva had acted reasonably in declining the claim. Mr C 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.

Looking at the policy terms, it's clear that cancellation due to illness is covered in certain circumstances. However, there is the requirement for certain evidential standards to be met. The terms state:

'Cancelling your trip or coming home early

What you'll need

For medical claims, you will need to provide us the relevant medical reports and we will send a medical certificate for completion by the patient's doctor to confirm the reason for your claim.'

In cases of cancellation for ill health, it is reasonable for Aviva to require evidence that a policyholder was medically unfit to travel, and this requirement is set out in the policy terms as shown above. I consider that most people would understand the need to provide evidence in support of an insurance claim.

Mr C says that Aviva doesn't define what 'relevant' means. In this case, a claim was being made for sickness that prevented travel, therefore 'relevant' would be evidence of that sickness and that it rendered them unfit to go on their trip. There's nothing ambiguous about the policy wording.

It was Mr C's responsibility to familiarise himself with the policy terms, particularly when taking out the policy, to ensure that it met his needs. So, although he's said that he couldn't be expected to read the policy terms during his bout of illness, it's reasonable to expect him to have had some idea of the evidential requirements for making a claim. Furthermore, Aviva had sent him an email on 20 August 2024, in response to his claim, which stated that:

'If your claim is the result of a new medical condition, that you have not suffered before, please arrange for your GP to write a letter confirming this. Please ensure the letter confirms the diagnosis, including the date of diagnosis and the date that you first consulted your GP. Please also ensure that the letter confirms that it is medically necessary for you to cancel your trip. Please note, if necessary, we may request a medical certificate once we have reviewed your GPs letter.'

As I understand it, Mr C had submitted the claim on 20 August 2024, at the point that he was still unwell but starting to feel slightly better. If he was unsure about what he was being asked to provide, he could have contacted Aviva for clarification. There was also still the opportunity to arrange to see the GP at that point.

Mr C says he looked up the NHS guidance for his symptoms, which said to stay at home and that you wouldn't normally need to see a GP. He asks if it's reasonable for Aviva to require someone to go against guidelines and take up valuable NHS resources. The NHS guidelines quite rightly focus solely on clinical matters. So, in normal circumstances, it would make sense for someone to follow that advice. But, in the circumstances of someone needing to make an insurance claim as a result of illness, then they should refer to the policy terms to see what is required. As already mentioned, it's reasonable for Aviva to require medical evidence of being unfit to travel, whether that's from an NHS or private clinician. I don't see it as an unreasonable use of NHS resources. GPs are used to providing such a service and most GP practices make a charge for doctor's letters.

Mr C says he has provided what is required in the form of a letter from his GP. However, in that letter, dated 24 October 2024, the GP says that he has no evidence that they were unwell.

Aviva declined the claim, saying that Mr C had not consulted the GP or phoned NHS 111 at the time of the illness. He says that, hypothetically, Aviva might still have declined the claim even if he had consulted NHS 111. I appreciate his point, but I can't look at hypothetical situations (of what might have happened), I can only look at what did happen.

I do have sympathy with Mr C's situation. He and Mrs C felt unwell and were unable to travel. They missed a much-anticipated family holiday, greatly disappointing their children, and are out of pocket as a result. However, the matter at hand is whether the circumstances of them cancelling the trip are covered under the policy terms – and unfortunately, they are not.

Overall, I'm satisfied that it was reasonable for Aviva to decline the claim on the basis of there being no evidence that Mr and Mrs C were medically unfit to travel. 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 Mrs C and Mr C to accept or reject my decision before 22 October 2025.

Carole Clark
Ombudsman