

The complaint

Mr N complains about the level of assistance provided to him by Aviva Insurance Limited under his travel insurance policy.

All references to Aviva Insurance Limited include the agents appointed to handle claims and complaints on its behalf.

What happened

Mr N is insured under a travel insurance policy which is provided as a benefit of a packaged bank account and is underwritten by Aviva.

Unfortunately, while on holiday abroad, Mr N fell ill and needed hospital treatment. He made a claim with Aviva and subsequently complained about Aviva's delays in guaranteeing payment to the hospital, its failure to pay for his accommodation and car hire abroad and other communication issues which he says affected his physical and mental health.

Aviva acknowledged it could have been more pro-active in sending one of the guarantees of payment to the hospital and that an appointment was cancelled because of its delays. Aviva also acknowledged there were delays in its communications with Mr N and offered to pay him £200 compensation.

As Mr N remained unhappy, he brought his complaint to the attention of our Service.

One of our Investigators looked into what had happened and recommended that Aviva should pay Mr N an additional £200 compensation (so, a total of £400). Aviva accepted our Investigator's opinion but Mr N didn't, so the complaint has now been referred to me to make a decision as the final stage in our process.

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.

When making this final decision, I'm only addressing Mr N's complaint about the assistance provided to him by Aviva while he was abroad. As our Investigator has explained, if Mr N wants Aviva to consider his claim for expenses he incurred abroad then he should complete and return the claim form which Aviva has sent to him. If Mr N is unhappy with any eventual claims decision made by Aviva then he'd need to complain to Aviva in the first instance before our Service would have the power to consider the matter.

Industry rules set out by the regulator say insurers must handle claims promptly and provide reasonable guidance to help a policyholder make a claim, as well as appropriate information on its progress. I've taken these rules, alongside other relevant considerations, into account when making this final decision.

Falling ill abroad is inevitably stressful and inconvenient but the obligations of a travel insurer in the event of a medical emergency aren't unlimited. Travel insurance policies don't cover

every expenditure in this situation.

I think it's unrealistic and unreasonable to expect an insurer to approve cover instantly and/or to pay for everything spent based only on the policyholder's version of events. An insurer is entitled to make reasonable enquiries into a claim before confirming cover and this includes asking for evidence such as medical reports and original holiday booking details.

It's not generally unreasonable for an insurer to expect a policyholder to pay for certain costs upfront and to reclaim these from the insurer after cover has been confirmed. While it may have been helpful if Aviva had offered Mr N more assistance than it did with arranging and booking accommodation, Aviva clearly told Mr N at various points throughout this claim that it needed more information from him before it could confirm cover and I don't think this was unfair or unreasonable in the circumstances. I appreciate Mr N believes he'd already sent this information to Aviva, but he hadn't provided the evidence which Aviva needed.

I've carefully considered the timeline of events in this case and I don't think there were any unreasonable or excessive delays by Aviva in sending the guarantee of payment to the hospital for Mr N's MRI. I don't think Mr N's expectations of the speed at which Aviva could arrange this reflect the obligations which I think lie on a travel insurer when dealing with a situation such as this.

Having said that, Aviva has accepted there were delays in sending a guarantee of payment to the hospital at a later stage in the claim as a result of which Mr N had to wait an extra day for an appointment. And Aviva has also accepted it didn't keep Mr N updated as it should have – although I note there were instances where Aviva couldn't get in touch with Mr N despite multiple attempts to do so and/or had problems with telephone connections which I'm satisfied were outside of Aviva's control.

I accept Mr N was in a vulnerable situation abroad and that Aviva's failings will have had an impact on him, but compensation at the level which Mr N is seeking simply isn't something which this Service would ever award for failings of this nature.

Aviva has now offered to pay Mr N a total of £400 compensation. Having taken into account our published guidance on the payment of compensation for distress and inconvenience and the events which took place here, I'm satisfied this is fair and reasonable in the circumstances and I won't be directing Aviva to pay any higher amount.

Putting things right

Aviva Insurance Limited needs to put things right by paying Mr N a total of £400 compensation for the distress and inconvenience he experienced.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr N accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

I'm upholding Mr N's complaint about Aviva Insurance Limited, and I direct it to put things right in the way I've outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 15 October 2025.

Leah Nagle
Ombudsman