

## The complaint

Mr and Mrs F complain that Aviva Insurance Limited declined their claim against a travel insurance policy. They also complain about the information Aviva gave to them before they cancelled their trip and during their claim. Reference to Aviva includes its agents.

## What happened

The details of this complaint are well known to both parties, so I've simply set out a summary of the key events. Mr and Mrs F have the benefit of travel insurance as part of a current account. In January 2025, they booked a trip with departure and return dates of 9 May 2025 and 25 May 2025 respectively. The trip was to two countries I'll refer to as 'P' and 'C'.

When Mr and Mrs F booked their trip, the FCDO advised against all but essential travel to two areas in P, neither of which Mr and Mrs F planned to visit. In March 2025, the government of P declared a state of emergency in two regions in one of the provinces where Mr and Mrs F planned to travel. The Foreign Commonwealth and Development Office (FCDO) reported the state of emergency on its travel advice page.

In April 2025, Mrs F called Aviva about making a claim. I'll refer to that phone call in more detail below. Mr and Mrs F cancelled their trip because they thought travel would be unsafe and in breach of the policy conditions. The travel provider refunded part of the costs of the trip. Mr and Mrs F made a claim against the policy in relation to their remaining cancellation costs. Aviva declined their claim. It said what happened here wasn't covered by the policy. Mr and Mrs F didn't agree and pursued their complaint.

Essentially, Mr and Mrs F say Aviva relied solely on the policy wording, without considering the context of the emergency in P and the ongoing unrest there. Mr and Mrs F say Aviva treated them unfairly in declining their claim. They say identical claims by family members have been settled by Aviva and another insurer. Mr and Mrs F complain about the information Aviva gave to them before they cancelled their trip and during their claim. They say this matter has caused them distress. Mr and Mrs F want Aviva to settle their claim.

One of our Investigators looked at what had happened. He said Aviva declined Mr and Mrs F's claim in accordance with the policy terms and didn't act unfairly in doing so. The Investigator said he couldn't take into account the claims of their family members. He said Aviva handled Mr and Mrs F's requests for information and their claim fairly and reasonably.

Mr and Mrs F didn't agree with the Investigator. Essentially, they said that the cancellation provisions in the policy should cover cancellation following a declaration of a state of emergency. Mr and Mrs F say Aviva settled their family member's claim arising from the same circumstances and against the same policy. They say they cancelled their trip because of the situation in P but, subsequently, C had an earthquake and a risk of a tsunami. Mr and Mrs F say Aviva stuck rigidly to the policy terms and treated them unfairly.

The Investigator considered what Mr and Mrs F said but didn't change his view. Mr and Mrs F asked that an Ombudsman consider their complaint, so it was passed to me to decide.

### **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.

It's clear Mr and Mrs F have very strong feelings about this matter. They have provided detailed submissions to support the complaint, which I have read and considered. I'm conscious that I've condensed what I don't doubt was a very worrying time into a short narrative. That reflects our service that, wherever possible, aims to be informal. I'm satisfied that I've captured the essence of what happened. I trust Mr and Mrs F won't take as a discourtesy the fact that I focus on what I consider to be the central issue, that is whether Aviva acted fairly and reasonably in its handling of their claim.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Aviva has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint and I'll explain why.

#### *Aviva's decision to decline Mr and Mrs F's claim*

- Travel insurance isn't designed to cover every eventuality or situation. An insurer, Aviva in this case, will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general, and as long as consumers are treated fairly, insurers can decide which risks they wish to accept and the terms on which they're willing to do so.
- The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.
- The relevant part of the policy says as follows:

*'A. Cancelling or coming home early*

***What we'll cover***

*We'll pay the costs shown below if an insured person unavoidably has to cancel their trip [...] because*

*[...]*

*iv in the 31 days before the departure date, [...]*

*[...]*

*b the FCDO issues an advisory notice advising British nationals against all (or all but essential) travel to the insured person's destination [...].'*

- After the government of P declared a state of emergency, the FCDO didn't extend its advice against all, or all but essential, travel to the areas where the state of emergency was in force. So, in the language of the policy, in the 31 days before Mr and Mrs F's departure date, the FCDO didn't issue an advisory notice advising against all, or all but essential, travel to Mr and Mrs F's destination. So, Aviva declined Mr and Mrs F's claim in accordance with the policy terms and conditions. I've gone on to consider whether that leads to a fair and reasonable outcome in this case.
- Essentially, Mr and Mrs F say Aviva acted unfairly and unreasonably in not proceeding on the basis that the state of emergency in P amounted to the same as FCDO advice against all, or all but essential, travel. I'm afraid I don't agree. Aviva decided to accept the risk of cancellation costs where the FCDO has issued advice against all, or all but essential, travel: it hasn't agreed to accept the risk of cancellation costs where a government has declared a state of emergency. I don't think it would be fair or reasonable to direct Aviva to settle Mr and Mrs F's claim outside the terms and conditions of the policy.
- Mr and Mrs F say it's unfair that Aviva and another insurer settled identical claims made by their family members. The family members are not parties to this complaint, and I haven't seen the details of their claims, so I can't comment on them. I have determined Mr and Mrs F's complaint in accordance with the documentation and evidence in their case, which is what I'm required to do.
- I understand Mr and Mrs F's concerns about safety and their decision not to travel. That's not something Aviva covers in the policy. There's a general exclusion in relation to any claim because the insured doesn't wish to travel. I think Aviva is entitled to rely on that exclusion in this case.

*Aviva's response to Mr and Mrs F's queries.*

- I've listened to the recordings of Mrs F's calls to Aviva before Mr and Mrs F cancelled their trip and during the claim. I think the information Aviva gave to Mrs F about a cancellation claim was clear. Aviva couldn't give an assurance about covering *any* claim Mr and Mrs F might make if they went on a trip. We wouldn't expect Aviva to assess a claim before it has received one as it wouldn't have all the relevant information. I think the information Aviva gave to Mrs F about cancellation was clear and consistent.

I'm sorry to disappoint Mr and Mrs F, but for the reasons I've explained, I don't think Aviva acted unfairly or unreasonably in its handling of their claim or its decision to decline it.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 18 February 2026.

Louise Povey  
**Ombudsman**