

## The complaint

Mrs and Mr A complain about Aviva Insurance Limited's settlement of their travel insurance claim and about its service.

My references to Aviva include its agents.

## What happened

Mrs and Mr A had travel insurance through a building society account, insured by Aviva. Their original outbound flight from the UK was scheduled to depart on 27 December 2024 at 17:25 and with a connecting flight they were due to arrive at their final destination, which I'll refer to as N, on 28 December 2024 at 05:35. The flight from the UK was delayed until 29 December 2024 at 16.00 meaning Mrs and Mr A missed their connecting flight and arrived at N on 31 December 2024 at 07:35.

Mrs and Mr A claimed on the policy for delayed transport benefit. They sent a detailed calculation to Aviva based on the scheduled arrival time at N compared to their actual arrival time at N. They said the delay in arrival totalled 74 hours, so they should receive delay benefit of £150 each, £300 in total.

Aviva accepted the claim but paid £200 benefit in total. Aviva's final response letter to Mrs and Mr A's complaint said the benefit was calculated from the date and time their flight from the UK should have departed to the date and time it actually departed. The policy didn't provide a benefit payment based on arrival time. Aviva said the £200 benefit it had paid was too much as its claims handler had mis-calculated the UK flight's delayed departure to be 49 hours. As the delayed departure was actually 46 hours and 35 minutes it should have paid £150 benefit in total. Aviva told Mrs and Mr A it wouldn't ask them to return the £50 overpayment due to its error.

Mrs and Mr A complained to us that Aviva's settlement payment and service was unfair. In summary they said:

- The policy said delays are calculated from the scheduled departure time but didn't specify whether the delay period ends at the actual departure or arrival. As the policy wording isn't clear the benefit of the doubt should favour the policyholder. Aviva should base the benefit on their full delay – the time between their scheduled departure from the UK and their actual arrival at N which was just over 86 hours (a change from the calculation for 74 hours referred to above).
- From a consumer's perspective, and under industry norms, travel delay compensation should consider the total impact of delay especially when part of a continuous ticketed journey.
- Aviva gave differing figures for the delay, 46 and 49 hours, and miscalculated the claim. Its inconsistency created confusion for them and undermined their confidence in Aviva's claim handling. Aviva's poor explanations, inconsistent information and the policy ambiguity caused undue stress and wasted time.

- They want Aviva to pay an additional £150 in travel delay benefit, based on 86 hours delay for two people. They also want compensation of £150 to £300 to recognise their distress and inconvenience caused by Aviva's poor claim handling.

Our Investigator said Aviva had reasonably settled the claim and provided reasonable service.

Mrs and Mr A disagree and want an Ombudsman's decision. They further detailed why they thought the policy wording was ambiguous and should be interpreted to provide delay benefit for the 86 hours period.

### **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 considered all the points Mrs and Mr A have made but I won't address all their points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome 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.

Under the 'Unexpected costs' section the policy says:

*'Delayed transport*

*We will pay £25 for each full 12-hour period an insured person's pre-booked transport is delayed if they decide to continue the trip.*

*We will work out the length of the delay from the date and time of the scheduled departure'.*

Mrs and Mr A believe Aviva can't fairly say the above policy wording means it will only pay delayed transport benefit for the period their flight from the UK was delayed. In brief, they say the policy is ambiguous about the period of delay so the fair way is to measure the delay from a known fixed time, the scheduled departure, to the arrival at their final destination, N.

If I thought the policy wording was ambiguous then I'd generally say the policy wording should be read in the policyholder's favour. But I don't think the policy wording is ambiguous. The wording is clear that Aviva provides delayed transport benefit *'for each full 12-hour period an insured person's pre-booked transport is delayed'*. From the evidence I've seen, the pre-booked transport which was delayed was Mrs and Mr A's outbound flight from the UK. I'm satisfied Aviva acted in line with the policy terms in basing its calculation on the period the outbound flight from the UK was delayed, which was the difference between the scheduled departure date and time and actual departure date and time of that flight.

The outbound flight from the UK was delayed from 27 December 2024 at 17:25 until 29 December at 16.00, which I calculate to be a delay of 46 hours and 35 minutes. As the policy says Aviva will pay *'£25 for each full 12-hour period'* for each insured person Aviva should have paid benefit of £75 each for Mrs and Mr A, £150 in total, under the policy terms. It didn't need to pay any more benefit.

Aviva made an error when it initially calculated the claim and paid Mrs and Mr A £200 benefit in total, so £50 more than required under the policy terms. Aviva reasonably told Mrs and Mr A that it won't ask them to repay the additional £50 it wrongly paid. I don't think Aviva's

purely mathematical miscalculation supports Mrs and Mr A's view that the policy wording wasn't clear about the delay period.

Aviva's basis for calculation of the delay benefit was in line with the policy terms but I also have to consider what's fair and reasonable in the circumstances of this complaint. There's no suggestion in the policy wording that this benefit should be based on the arrival time at a policyholder's final destination. It would be unusual for a travel insurance policy to calculate travel delay benefit on the basis which Mrs and Mr A suggest. Overall, I'm satisfied that Aviva acted very reasonably when settling the claim as it's paid more benefit than it needed to under the policy terms.

As to Aviva's service, I think it progressed the claim in a reasonable timescale and manner apart from its initial miscalculation of the amount of time the outbound flight from the UK was delayed. But, even if I accepted that the error created confusion for Mrs and Mr A and undermined their confidence in Aviva's claim handling, the error was in their favour and the compensation award for their distress and inconvenience wouldn't have been more than the £50 Aviva overpaid in benefit. There's no basis on which I can reasonably say Aviva has to pay Mrs and Mr A any compensation.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 4 February 2026.

Nicola Sisk  
**Ombudsman**