

The complaint

Mr P complains that Aviva Insurance Limited declined his claim against a travel insurance policy. Reference to Aviva includes its agents.

What happened

In summary, Mr P has the benefit of travel insurance underwritten by Aviva as part of a current account. His partner booked a cruise trip for herself and Mr P. The cruise provider changed the itinerary due to adverse weather. Mr P says the changes to the itinerary were not acceptable to him. He says he didn't know about the changes until it was too late for him to disembark, so Mr P had no option but to continue the cruise with its changed itinerary.

On his return, Mr P made a claim against the travel insurance policy. He said his trip was, in effect, cancelled or rescheduled. Mr P said if he'd known about the changes to the itinerary, he would not have boarded the ship.

Aviva declined Mr P's claim. It said the policy doesn't cover what happened here. It also relied on a general exclusion in the policy in relation to claims arising because an insured person does not wish to travel or doesn't enjoy the trip. Mr P didn't think that was fair and pursued his complaint. He wants Aviva to settle his claim. Mr P says this matter has caused him great distress and affected his wellbeing. He also complains about how Aviva dealt with his complaint.

One of our Investigators looked at what had happened. She didn't think Aviva had treated Mr P unfairly. The Investigator said the cruise provider's decision to alter the itinerary isn't something that's covered by the policy. She said the policy wording is clear and she didn't think it would be fair or reasonable to expect Aviva to settle Mr P's claim. The Investigator said she'd considered whether there was any basis for treating Mr P's claim as a claim for cancellation but she didn't think there was. That was because the cruise went ahead.

Mr P didn't agree with the Investigator. He said she hadn't taken into account he would not have boarded the ship if he had known about the changes before boarding. Mr P said the Investigator hadn't considered that during the course of his complaint to Aviva, it told him if he had not boarded the ship he would have been compensated.

The Investigator considered what Mr P said but didn't change her view. Mr P asked that an Ombudsman consider his 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.

I'm sorry to hear about how this matter has affected Mr P. It's clear he has very strong feelings about what happened. Mr P has provided detailed submissions to support the complaint, which I have read and considered. I'm conscious I've condensed what I don't

doubt was a distressing time into a short narrative. That reflects our service that, wherever possible, aims to be informal. I'm satisfied I've captured the essence of what happened. I trust Mr P won't take as a discourtesy the fact I focus on what I consider to be the central issue, that is, whether Aviva acted fairly and reasonably in declining his claim.

In this decision, I'm dealing with Mr P's complaint to Aviva which led to its final response of 21 November 2024. Mr P subsequently expressed concern about how Aviva handled his complaint. Our service can only consider complaints about financial services. So, I can't consider the additional point Mr P has raised about the handling of his complaint, because it isn't a regulated activity. But I can consider Mr P's complaint about how Aviva handled his 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.

- Travel insurance isn'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. 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 the exclusion applies.
- The policy in this case covers unrecoverable, unused and additional travel and accommodation costs if a trip is cancelled or cut short because of certain specified events. Mr P's cruise wasn't cancelled or cut short. So, he hasn't shown his claim falls under one of the agreed areas of cover within the policy. Aviva acted in accordance with the terms and conditions of the policy in declining Mr P's claim.
- I've gone on to consider whether a fair and reasonable outcome in this case requires Aviva to deal with Mr P's claim outside the policy terms and conditions. In effect, Mr P says his trip was effectively cancelled or rescheduled because of the changes the cruise provider made to the itinerary. I'm afraid I don't agree. Mr P's cruise still went ahead. I don't think changes to the itinerary mean the cruise was effectively cancelled. Mr P still had the benefit of the accommodation and facilities on the ship: there were no unused travel and accommodation costs here.
- I've noted the reason why Mr P objected to the new port stop arranged by the cruise provider. I appreciate how distressing he found this matter but I don't think that changes the outcome in this case. I don't think it would be fair and reasonable to direct Aviva to settle Mr P's claim for a cruise that wasn't cancelled.
- Mr P says if he'd known about the changes to the itinerary before he boarded the ship, he wouldn't have done so. Aviva isn't responsible for late notification of changes to the itinerary by the cruise provider. In any event, if Mr P had decided not to board the ship it would not have led to a successful claim for cancellation. That's because cancelling a trip because of a changed itinerary isn't covered by the policy. Aviva set out the insured events for cancellation or cutting short a trip in its e-mail to Mr P of 15 November 2024, so I won't repeat them here. What happened here isn't an

insured event in the policy.

- Mr P's claim isn't covered by the policy and there are no grounds on which I can fairly and reasonably direct Aviva to deal with his claim in the circumstances which arose here. I am sorry to disappoint Mr P but I don't uphold this complaint.

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 P to accept or reject my decision before 2 December 2025.

Louise Povey
Ombudsman