

The complaint

Mr and Mrs C complain that Aviva Insurance Limited declined their travel insurance claim. My references to Aviva include its claim handling agent.

As Mr C has taken the lead on the claim and complaint I'll refer to Mr C to include both complainants unless the facts require otherwise.

What happened

Mr and Mrs C have travel insurance through a building society account. They'd been due to go abroad. Mr C says they arrived at the UK airport in plenty of time to take their flight. They checked in and were told to go to another part of the airport to drop off their bags but the airport terminal was full of people who were hardly moving. They stayed in the crowd trying to drop off their bags for some hours and only left the airport an hour after the due departure time of their flight as they found out their flight had departed on time.

Mr C made alternative arrangements so that they could travel to their holiday destination the next day. He claimed on the policy for the lost and additional costs he incurred including hotels, flight and taxi costs. He sent Aviva an email from the original airline and airport which he said supported his claim.

Aviva declined the claim. It considered the circumstances of the claim weren't covered by the policy terms.

Mr and Mrs C complained to us. In summary they said:

- Their situation was covered by the policy terms and the policy doesn't say their circumstances are excluded from cover.
- They had no control over the events that resulted in them not being able to fly as planned.
- They want Aviva to pay their full claim, plus interest and compensation for all their loss of time, stress and inconvenience.

Our Investigator said Aviva had reasonably declined the claim.

Mr and Mrs C disagree and want an Ombudsman's decision. Mr C referred to policy wording which he believes supports the claim and emphasised that the "We will not cover" sections in the policy don't exclude their circumstances.

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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I'm sorry to disappoint Mr and Mrs C but I think Aviva reasonably declined the claim and I'll explain why.

I've seen the letter from the UK airport which confirms that an IT incident affected its systems which resulted in widespread travel disruption. I've also seen the letter from the original airline confirming that Mr C and his family didn't 'travel as planned' on the relevant date. I understand the circumstances of the claim were completely outside of Mr and Mrs C's control, but that doesn't mean their claim has to be covered by their policy.

Mr C's referred to wording in the Insurance Product Information Document (IPID), which highlights the key features of the policy, that he says supports his claim is covered. The wording he's referred to says:

"What is insured?"

Up to £5,000 for alternative travel arrangements if your plans are disrupted including up to £250 if your transport is delayed for more than 12 hours".

But the IPID heading wording says:

"This is a summary of our insurance policy. You will find all the terms and conditions, along with other important information, online and in the policy documents".

So I think the IPID is clear that Mr C has to look at the full policy terms to see what the policy covers.

Mr C says the claim is covered by the wording in the policy as he had unexpected costs relating to "denied boarding" under "Travel disruption".

The policy section headed "Unexpected costs" says:

"What we will cover

Travel disruption

We will cover unexpected additional travel and accommodation costs to allow the insured person to continue their trip or to get home at the end of their trip, if their pre-paid travel plans are disrupted for the following reasons...

- The insured person is denied boarding because there are too many passengers and no alternative is available for more than 12 hours".*

This insured event is when a policyholder is denied boarding a flight by the airline because the flight has been oversubscribed, there being too many passengers for that flight. This wasn't Mr and Mrs C's situation. The airline didn't deny them boarding. They were caught landside in an airport due to the large number of passengers and people at the airport. I'm satisfied that the claim isn't covered by that travel disruption policy wording.

Mr C has also referred to the missed departure policy wording. The policy terms say under "Unexpected costs":

"Missed transport

We will pay for alternative travel and accommodation costs to enable the insured person to reach their destination if their pre-booked transport is missed because of an unexpected transport delay, such as the vehicle they are travelling in breaking down, or public transport being delayed or cancelled”.

Mr and Mrs C didn't miss their flight because the vehicle they travelled in to the airport broke down, or the public transport taking them to the airport was delayed or cancelled. They arrived at the airport in good time to take the flight if there hadn't been the problem at the airport because of the IT outage. I'm satisfied that the claim isn't covered by the missed departure policy wording.

Mr C has also referred to the delayed transport benefit in the policy. The policy terms say under “Unexpected costs”:

“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”.

Mr and Mrs C's transport, their flight, wasn't delayed. He told Aviva and us that their flight departed on time. I'm satisfied that the delay benefit isn't available for the situation Mr and Mrs C found themselves in.

Mr C says his circumstances aren't listed in the “We will not cover” sections of the policy wording but they don't need to be for Aviva to be able to decline the claim. It's not practical nor reasonable for an insurer to list all the circumstances which a policy won't cover. The starting point for insurers and policyholders to see if a claim is covered by the policy is to see if the circumstances are one of the insured events in the policy. If they are an insured event the next step is to consider if one of the exclusions listed under the “We will not cover” or “General exclusion” headings in the policy applies. If an exclusion reasonably applies then the claim isn't covered by the policy even if the event was an insured event. Mr and Mrs C's situation wasn't an insured event so there was no cover under the policy and Aviva didn't need to consider if an exclusion applied.

I'm satisfied that Aviva correctly declined the claim in line with the policy terms.

I also need to decide what's fair and reasonable in all the circumstances of the complaint. It's for an insurer to decide what risks it wants to insure and it needs to clearly set out the insured risks in the policy, as Aviva has done in this policy. Those risks don't include the unfortunate circumstances Mr and Mrs C found themselves in and, although that was through no fault of their own, I can't reasonably say Aviva has to cover the claim.

I understand Mr and Mrs C have been upset and stressed by the whole situation. But I only award compensation for distress and inconvenience when that's been caused by the unreasonable action of an insurer. Aviva hasn't acted unreasonably and there's no basis for me to say it has to pay compensation to Mr and Mrs C.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 30 December 2025.

Nicola Sisk
Ombudsman