

The complaint

Mr W complains Aviva Insurance Limited (Aviva) has declined the claim he made under his travel insurance policy. He also complains about the way it handled his claim.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mr W holds a travel insurance policy as a benefit to his bank account. The policy is provided by Aviva. In August 2024 Mr W travelled abroad as he said he had purchased property. He said he was unwell and so sought medical attention including blood tests. He said the results of the blood tests prompted the doctors to conduct further investigations and he was admitted to hospital from 4 September 2024 until 8 September 2024. Mr W was unfortunately diagnosed with cancer and on 14 September 2024 he contacted Aviva to make it aware of his circumstances. Mr W was looking to claim for his medical expenses and additional accommodation costs he had incurred.

Following a review of Mr W's claim Aviva decided to decline it. It said Mr W had been suffering from a chronic cough which was undiagnosed at the time he travelled. It said his policy excludes cover for undiagnosed conditions, and its medical team believed this was related to his cancer diagnosis. Mr W raised a complaint.

On 3 December 2024 Aviva issued Mr W with a final response to his complaint. It said if Mr W had evidence his cough was unrelated to his cancer diagnosis it would review this. It acknowledged there had been delays handling Mr W's claim and it paid him £100 compensation.

In the meantime Mr W provided Aviva with additional medical evidence he says showed his cough was unrelated to his cancer diagnosis. Aviva reviewed this and told Mr W it would carry out further investigations. Mr W raised a further complaint with Aviva as he was unhappy with the time it was taking for it to make a decision on his claim.

On 12 March 2025 Aviva issued Mr W with another final response to his complaint. It said it was satisfied overseas investigations were necessary and the timescales were outside of its control.

In April 2025 Aviva wrote to Mr W to say it would be declining his claim. It said its medical team had concerns Mr W had travelled for treatment. It said unless Mr W was able to provide evidence to support that the treatment he received was an emergency that couldn't have waited until his original return it couldn't make any payment to him. Mr W raised a complaint about Aviva's claim decision.

On 14 April 2025 Aviva issued Mr W with a final response to his complaint. It said it was satisfied Mr W had travelled abroad to receive treatment and so his claim would remain declined. It said the delays in providing a response to his claim were outside of its control. Mr W didn't think this was reasonable and so referred his complaint to this Service.

Our Investigator looked into things. He said he thought it was reasonable for Aviva to conclude it was likely Mr W had travelled abroad to receive treatment and this was excluded under the terms of his policy. He also said he didn't think Mr W had shown his treatment couldn't have waited until he was back in the UK, and so wouldn't be covered under his policy in any event. He also said he thought the £100 compensation Aviva had paid Mr W for delays was reasonable.

Mr W didn't agree with our investigator. He provided a detailed response but in summary he said:

- Aviva had incorrectly linked his cough to his diagnosis of cancer.
- He hadn't travelled abroad for treatment. Whilst diagnostic investigations were carried out abroad, he returned to the UK for surgery which took place in January 2025. The distinction between diagnosis and treatment had been overlooked.
- The results of his blood test indicated a potentially serious underlying condition which warranted urgent medical investigation.
- The £100 compensation didn't adequately reflect the distress and inconvenience he had been caused.

As Mr W didn't agree with our investigator, the complaint has been 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 want to acknowledge I've summarised Mr W's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr W and Aviva I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Aviva shouldn't unreasonably reject a claim.

Aviva has declined Mr W's claim as it has said it believes he travelled abroad to receive treatment. It has quoted an exclusion within the terms of Mr W's policy which states:

'We won't cover

There's no cover for any claim for any insured person arising directly or indirectly from the following:

- *Travelling with the intention of seeking medical advice or treatment, undergoing medical investigations and/or any complications or any conditions found as a result of that advice, treatment or investigation.'*

So, I've considered whether I think it was reasonable for Aviva to rely on this exclusion to decline Mr W's claim.

Mr W arrived at his destination on 24 August 2024. I can see he told Aviva he had been feeling unwell for some time beforehand in the UK. He said after a few days arriving abroad

he felt weak and fatigued along with experiencing a loss of appetite.

I can see Mr W's consultant wrote a letter to Mr W's GP in June 2024, before he travelled, in which he says Mr W had experienced weight loss with an associated lack of appetite and severe fatigue. So, I think this demonstrates it's likely Mr W had been experiencing the same symptoms prior to his trip which he later reported on arriving abroad.

Mr W said whilst abroad he spoke with a close friend who is also a doctor in the country he visited. His friend told Mr W to come and have some blood tests.

When asked why he decided to do this, Mr W told Aviva the NHS has long waiting lists whereas in the country he had travelled to treatment is instant if you know somebody. He also said he has dental treatment abroad at the fraction of the cost. Mr W said he believed this was about a week after he arrived abroad, but the blood tests were carried out on 26 August 2024, two days after he had arrived.

Mr W told Aviva he had amended his return planned return date prior to or on the day of his outbound travel. When Aviva asked Mr W how he knew he would need to amend his return date prior to travelling, he wasn't able to provide a clear explanation.

Taking all of this into consideration I think it was reasonable for Aviva to conclude Mr W had more likely than not travelled with the intention of seeking medical advice or treatment. Based on the evidence I've seen, I think it's likely, based on the balance of probabilities Mr W had been experiencing symptoms prior to travelling, had medical investigations soon after arriving, and has travelled abroad for treatment before, even if this was unrelated dental treatment. He's also provided testimony about the long wait time for treatment in the UK and was unable to provide a clear explanation about his amended return flights. Therefore, I think it was reasonable for Aviva to rely on the exclusion it has done to decline Mr W's claim.

Aviva has also said Mr W didn't contact its medical assistance team until 14 September 2024, at which point he had already received medical treatment, including a stay in hospital.

The terms of Mr W's policy are clear that in non-life threatening situations, Mr W needs to contact Aviva's medical assistance helpline before making arrangements for treatment, tests or investigations as an outpatient or an admission to hospital. The policy terms also say Aviva won't cover any form of treatment its medical assistance provider thinks can reasonably wait until the insured returns home.

As Mr W didn't contact Aviva's medical assistance helpline prior to receiving treatment I think he has disadvantaged Aviva. It lost the opportunity to contact the treating doctors and decide, with input from its own medical team, whether it was more appropriate for Mr W to return to the UK for investigations. Mr W has had a number of medical investigations carried out whilst abroad, and I'm not persuaded had he contacted Aviva's medical assistance provider, it would have authorised Mr W to have these investigations carried out. Whilst I acknowledge Mr W has said the results of his blood test indicated a potentially serious underlying condition, I've not seen persuasive medical evidence which demonstrates the treatment he subsequently had carried out couldn't have reasonably waited until Mr W returned home, even if this meant he had to return home sooner than planned.

So, even if I thought it was unfair for Aviva to rely on the policy exclusion it has done to decline Mr W's claim, which I don't, I don't think it would be reasonable to require Aviva pay Mr W's claim in any event. He didn't contact Aviva's medical assistance team prior to receiving treatment as the terms and conditions of his policy require him to do, and I think this has disadvantaged Aviva.

Aviva has acknowledged there were delays in handling Mr W's claim and has paid him £100 compensation. So, I've considered whether I think this is reasonable to acknowledge the impact to Mr W.

Based on the circumstances of Mr W's claim, I think it was reasonable for Aviva to carry out the validation enquiries it did in order to appropriately assess Mr W's claim. And whilst this did unfortunately take some time given the need to speak to a number of third parties such as Mr W's GP and the treating doctor, I think on the whole this wasn't unreasonable.

However, I think Aviva did make some errors when handling Mr W's claim. For example, it asked for information it had already received which caused a delay in his claim being reviewed. I can also see Aviva mistakenly told Mr W his claim had been declined whilst it was still being investigated, and whilst this was quickly corrected, this would have caused Mr W some distress.

I appreciate Mr W was upset Aviva originally declined his claim as it considered his chronic cough to be related to his cancer diagnosis. However, I don't think this was an unreasonable conclusion for it to reach based on the information available to it at that time. And once Mr W provided further medical information it took this into account and re-considered his claim as I would have expected it to.

Taking all of this into consideration I think the £100 compensation Aviva has paid Mr W is reasonable to acknowledge the distress and inconvenience he was caused by its errors when handling his claim. So, I don't require Aviva to pay Mr W any further compensation.

My final decision

For the reasons I've outlined above I don't uphold Mr W's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 17 December 2025.

Andrew Clarke
Ombudsman