

## **The complaint**

Mr H is unhappy that Aviva Insurance Limited haven't settled a claim he made on his travel insurance policy.

## **What happened**

Mr H fractured his ankle following a fall. He complains that Aviva considered his trip to have ended on his return to the UK and that he wasn't informed that if he returned to the UK he would no longer be covered by the policy. He said he contacted Aviva before he returned to the UK to ask if costs would be covered if he had treatment in the UK or in Spain. And he was unhappy with the time taken to confirm cover on the case.

Aviva said that there was no cover under the policy once Mr H returned to the UK and that was set out in the policy terms. Unhappy, Mr H complained to the Financial Ombudsman Service.

Our investigator looked into what happened and didn't uphold the complaint. In summary, she thought Aviva had acted fairly and in line with the policy terms. She said that, even if Aviva had been clearer about the scope of cover, she thought Mr H was most likely to have opted to return to the UK.

Mr H didn't agree and asked an ombudsman to review his complaint. He said he'd not returned home immediately as he'd gone to a holiday park on his return to the UK and the policy covered trips of up to 31 days. He also highlighted that Aviva had failed to inform him that he wouldn't be covered for treatment in the UK and that, had they done so, he'd have most likely opted to stay in Spain for treatment. Mr H cited the Consumer Protection Regulations 2008 in support of his position. So, the complaint was referred to me to make a decision.

## **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 read of the circumstances which led to Mr H making a claim. I can understand that it was a frustrating and difficult experience.

The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

## **The relevant policy terms and conditions**

The policy terms and conditions say:

This travel insurance is not a general health or private medical insurance policy and will only cover sudden and unexpected illness or accidents.

On page 30 the policy terms say:

We won't cover:

Costs relating to any medical treatment received in the UK unless:

- Onboard a cruise in UK waters; or
- This is during travel to or from the Channel Islands or Isle of Man and these costs are not covered by a reciprocal health care agreement.

The policy defines a trip as:

By 'trip' we mean a journey that begins and ends in England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man (UK), where the journey starts after this policy was opened and the return journey has been booked before leaving the UK ....

There is also a further term which says:

If the trip is solely within the UK, cover will only apply where the insured person is away from home for at least two consecutive nights. They must also have either pre-booked accommodation in a commercially run premises or pre-paid bookings on public transport including flights and ferries.

### **Have Aviva unfairly declined the claim?**

I don't think Aviva have unreasonably declined the claim. I say that because:

- A travel insurance policy is not a private medical insurance policy. It's designed to cover the cost of emergency treatment abroad and a policyholders return to the UK.
- In line with the policy terms Aviva has declined to cover the cost of treatment in the UK. Most travel insurance policies contain similar exclusions and it's not standard industry practice to cover such expenses on a policyholders return to the UK.
- I've read the correspondence between Mr H and Aviva whilst he was abroad. I can see that Mr H did ask Aviva if private consultations were covered. However, at that time he was still abroad, and in a public hospital. So, I think Aviva were reasonably under the impression that Mr H was referring to the cost of private consultations abroad, rather than in the UK. I also note that this took place within the context of Aviva not having yet confirmed cover, as they were in the process of reviewing the medical report before advising on what treatment they'd cover.
- In any event, even if I accepted that Aviva could have been clearer about the scope of the private cover, I don't think it's fair and reasonable to uphold this complaint. Mr H and Aviva were in contact on 28 May, at which point Mr H said he wasn't fit to fly. Aviva followed up the next day. Mr H didn't respond until 2 June and advised he'd got a 'fit to fly' letter and had returned home. By that time he'd already seen a consultant privately and had a further follow up. In response Aviva confirmed that Mr H wasn't covered for private treatment in the UK. I think it would have been reasonable for Mr H to update Aviva prior to accessing the treatment in the UK and, had he done so, they'd have had an opportunity to confirm UK treatment wasn't covered.

- Mr H has also said that he'd have stayed in Spain had he been aware that he wouldn't be covered for private treatment. I'm not persuaded that's the case. I say that because his treatment would have involved a significant recovery time. He also expressed his preference not to have surgery if it was possible. He said, 'I have already expressed that I would prefer not to have surgery and only want it as a last resort unless the leg will not heal properly without'. So, on balance, I'm not persuaded it's most likely that Mr H would have opted to stay and have surgery abroad had he known private treatment in the UK wasn't an option.
- Mr H sought private treatment rather than NHS treatment. That is his choice, and to be clear I make no criticism of his decision to do so. However, he could have accessed NHS treatment. He continued to access private treatment after Aviva had confirmed there was no cover in the UK. I appreciate that Mr H had his reasons for doing so, as he'd commenced treatment. But I think he made that decision whilst aware that his insurer was not going to cover the costs. So, I don't think that's something I can fairly hold Aviva responsible for in the circumstances of this case.
- I understand that Mr H was unhappy with the response times from Aviva. However, I'm satisfied the case was reasonably progressed and that they kept him adequately updated. In reaching that conclusion I bear in mind that they were translating and evaluating the medical evidence. Bearing in mind that the report was a medical report, which would inform important decisions about Mr H's care, I wouldn't expect Aviva to use an online translation tool as Mr H has suggested.
- I'm not persuaded by Mr H's representations that he ought to be covered until he returned to his home address. I think the terms make it adequately clear that a trip ends on his return to the UK. Mr H returned to the UK and so I don't think the fact he visited a holiday park on his return is central to the outcome of this complaint.
- I've considered Mr H's representations about unfair commercial practices. I'm not persuaded that's what happened here. I'm satisfied that Aviva were in the process of assessing Mr H's claim, and what his clinical options were. I think Aviva made the process of assessing the claim sufficiently clear to Mr H during their communication with him. However, Mr H returned to the UK and sought private treatment, without fully updating his insurer. So, I haven't found his representations on this point to be persuasive.

### **My final decision**

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 8 January 2026.

Anna Wilshaw  
**Ombudsman**