

The complaint

Mr and Mrs P complain that Aviva Insurance Limited declined their travel insurance claim.

My references to Aviva include its claim handling agent.

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

What happened

Mr and Mrs P have travel insurance through a building society account, insured by Aviva. The day before they were due to end their holiday their airline told them their return flight to the UK had been rescheduled seven hours earlier than planned due to adverse weather.

Mr P says the flight rescheduling meant he and Mrs P lost out on the last evening and day of their holiday. Mr P claimed the costs they'd paid for the lost day of their all-inclusive resort. Aviva declined the claim. It considered the circumstances of the claim weren't covered by the policy terms.

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

- They didn't incur additional costs or lost any costs paid for holiday activities. But the evening before their return was ruined as they had to rearrange transport and cancel activities they'd planned for their last day. The end of their holiday was significantly disrupted which reduced the enjoyment of their holiday.
- Aviva said it would have covered unexpected additional costs incurred due to severe weather. So Aviva should also cover their claim as they'd paid for an all-inclusive package and weren't able to use the resort facilities on the last day.

Our Investigator said Aviva had reasonably declined the claim.

Mr and Mrs P disagree and want an Ombudsman's decision. Mr P referred to wording in the benefits table and the "*Cancelling or coming home early*" section of the policy, which he said meant their situation was covered. Our Investigator didn't change her mind.

As there's been no agreement between the parties 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.

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 P but I think Aviva reasonably declined the claim. I'll explain why.

I understand the circumstances of the claim were completely outside of Mr and Mrs P's control, but that doesn't mean their claim has to be covered by their policy.

Aviva referred Mr P to the "Travel disruption" section of the policy when declining the claim. Having read the section I'm satisfied that the claim isn't covered by that travel disruption policy wording.

Our Investigator also looked at the "Cancelling or coming home early" section of the policy and said the claim wasn't covered by the policy wording in the section. I've considered Mr P's comments about the wording he's referred to around that policy section.

The benefits table does say "Unrecoverable unused pre-paid costs associated with the trip" is a "main benefit and feature" of the "Cancelling or coming home early" section. But directly above that wording the heading of the "Table of benefits" says:

"The table explains the main benefits, features, exclusions and limitations for each section of your policy. Please refer to the relevant section for further information".

So the policy terms setting out the list of insured events under the "Cancelling or coming home early" section applies. The policy says:

"A - Cancelling or coming home early

What we will cover

*We will pay the costs shown in this section if an insured person unavoidably has to cancel their trip or **come home early because** (my emphasis)...
They or their travelling companion are...*

- unable to reach or use their pre-arranged accommodation due to a natural disaster, severe weather, fire, explosion or an outbreak of food poisoning".*

Mr P says the above wording means their claim should be paid. I don't agree because he and Mrs P had to "come home early because" their flight was brought forward by the airline due to adverse weather. This wasn't a case where they had to come home early because they were unable to use their hotel accommodation due to adverse weather.

There's no cover for Mr and Mrs P having to come home early because their flight was rescheduled. Overall I'm satisfied that Aviva correctly said Mr and Mrs P's claim wasn't covered by the policy terms.

I also need to decide what's fair and reasonable in all the circumstances of the complaint. Mr and Mrs P's enjoyment of their holiday for the last evening and day was disrupted but the policy specifically excludes claims because an insured person doesn't enjoy the trip. Mr P says the policy doesn't say his situation isn't covered. But 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. 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 P found themselves in and, although that was through no fault of their own, I can't reasonably say Aviva has to cover the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 1 January 2026.

Nicola Sisk
Ombudsman