

The complaint

Mr and Mrs L are unhappy with the way Aviva Insurance Limited handled a claim made – and the assistance received - under their travel insurance policy ('the policy'). This was after Mr L fell and injured his face, damaging his teeth, whilst abroad.

All reference to Aviva includes its medical assistance team.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my 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.

Aviva has a regulatory obligation to handle insurance claims fairly and promptly.

The relevant policy terms and conditions

Subject to the remaining terms of the policy, the policy does provide cover:

if an insured person is suddenly and unexpectedly ill, is injured...during a trip.

It goes on to say cover is available for:

emergency medical treatment...and emergency dental treatment required for immediate pain relief only

And:

The most we'll pay for

Emergency medical and associated expenses outside of the UK is £10 million per person

Emergency dental treatment is £1,000 per person

Except in very limited and listed circumstances, not relevant to this case, the policy terms also say costs relating to any medical treatment received in the UK aren't covered.

Has Aviva acted fairly and reasonably?

Aviva's internal contact notes reflect that Mrs L contacted it on 24 April 2025 and said that Mr L had fallen and hit his face; he had extreme tooth pain, had knocked out some front

teeth and was currently waiting to be seen at a dental clinic. Aviva's representative said that the policy did cover dental costs for pain relief only and usually not cosmetic.

Aviva didn't hear back from Mr and Mrs L and subsequently enquired by email whether Mr L required further medical treatment apart from dental treatment. He replied:

The dentist charged me £200 for not a lot and said impossible!

I currently have 2 missing front teeth, 1 chipped and 1 loose.

Without my front teeth I can't speak clearly or eat anything other than soup.

They can't replace my teeth here and told me to get to my dentist.

Am I still covered for this?

Aviva replied that Mr L was covered for emergency dental treatment up to £1,000 for immediate pain relief and once he was back in the UK, his travel insurance would end so he'd need to contact his dentist at home.

I've also listened to Mr L's call with Aviva's representative dated 5 May 2025, during which a complaint was raised.

When discussing the dental treatment, he needed, Mr L said that the dentist abroad said he could be fitted with new teeth, but it would take at least a week and after Mr L was due to travel home (within a few days of first seeing the dentist).

So, even if I was persuaded that Mr L required further emergency dental treatment, and that it was fair and reasonable in the circumstances of this particular case for Aviva to consider the dental treatment he needed as medical treatment (rather than dental treatment to relieve pain and not subject to the financial limit of £1,000), I'm not persuaded that Mr L would've been able to have had the dental treatment he needed before he was due to return home.

Under the emergency medical and associated expenses section of the policy, cover can be provided for:

Accommodation costs...and additional travel costs if the return ticket can't be used if the insured person

- a. Needs to stay beyond their planned return date because they're quarantined or medically unfit to travel home.

I've seen nothing to persuade me that Mr L was medically unfit to travel home or that it was medically necessary for him to remain abroad to have further emergency medical or emergency dental treatment. I think that's supported by Mr and Mrs L returning to the UK as intended. And I've seen nothing from the time to say that Mr L was medically advised that he wasn't fit to travel to the UK.

I have a lot of empathy for what happened to Mr L abroad and the injuries he sustained. However, I'm not persuaded that Aviva has acted unfairly when handling the claim in the circumstances of this case.

It has covered the dental costs he incurred whilst abroad (200 euros less the policy excess of £50) and I'm satisfied it has fairly and reasonably relied on the policy terms to conclude that the follow up dental treatment Mr L has had since returning to the UK isn't covered.

Excluding cover for the cost of treatment after returning to the UK is very common in travel insurance policies.

I also note that during the call when Mr L raised his complaint, Aviva's representative did say that it sounds like there had been an error on Aviva's part when providing assistance about the dental issue whilst abroad and that if he was required to remain abroad for a medical issue, Aviva would've helped with the flights and accommodation.

However, for reasons set out above, I'm persuaded that, overall, Aviva acted fairly and reasonably with the assistance provided whilst abroad. And Aviva's representative's comments were based on what Mr L had said, and without the benefit of a full investigation.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 3 February 2026.

David Curtis-Johnson
Ombudsman