

The complaint

Miss Y is unhappy that Aviva Insurance Limited declined a claim made under a travel insurance policy she benefitted from ('the policy').

Miss Y is being represented in this complaint but, for ease, I've referred to her throughout.

What happened

Miss Y was one of a group of students who was due to travel abroad for an educational trip.

She was denied boarding by airline staff (wrongly – as the airline has since admitted) because they believed she needed a particular visa to travel.

As a result, Miss Y missed out on the trip and associated out-of-pocket expenses were incurred.

A claim was made on the policy but declined by Aviva. It relied on the following exclusion under the 'cancellation, curtailment or change of itinerary' section of the policy:

We will not be liable for any claim resulting from:

...The financial failure or omission or neglect of any provider or its agent of transport or accommodation...

I'll refer to this as 'the policy exclusion'.

Unhappy with this decision, a complaint was made to Aviva. And after Aviva maintained that it had correctly declined the claim, the complaint was escalated to the Financial Ombudsman Service.

Our investigator looked into what happened and concluded that Aviva had fairly and reasonably relied on the exclusion to decline the claim. So, he didn't recommend the complaint be upheld.

Miss Y disagreed so this complaint has been passed to me to consider everything afresh 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.

Aviva has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

I can see that Miss Y feels very strongly that Aviva hasn't acted fairly here. I have a lot of empathy for her situation; she was denied boarding by the airline in error, and through no

fault of her own. However, travel insurance policies don't cover all situations (even those outside the insured's control). Claims are subject to the terms and conditions of the policy.

I'm satisfied that Aviva has acted fairly and reasonably by declining the claim. That's because even if there was an insured event under the 'cancellation, curtailment or change of itinerary' section of the policy, I'm satisfied Aviva has fairly relied on the exclusion to decline the claim.

It isn't disputed that Miss Y was denied boarding because of the airline's error, and that it didn't have reasonable grounds to do so. I'm satisfied that a reasonable person would reasonably conclude this constituted an omission on the part of the airline – the provider of transport - or its agents, to fulfil its obligation to board Miss Y in line with the booking.

When making this finding, I've taken into account all points made on behalf of Miss Y but I'm not persuaded by them. That includes the point that there was no omission of transport as the majority of the group Miss Y was due to travel with did board the flight and the transport was provided. However, I'm satisfied that Aviva has fairly concluded that the airline omitted to allow Miss Y to board the flight in error.

I've also considered the hypothetical examples provided and which Miss Y says it would be unfair for Aviva to apply the exclusion to decline a claim. However, I've focussed on the circumstances that led to the claim being made on her behalf and whether Aviva acted fairly and reasonably by declining the claim.

I know Miss Y will be disappointed, but I hope it provides some reassurance to know that this complaint has been impartially considered by someone independent of the parties.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Y to accept or reject my decision before 5 February 2026.

David Curtis-Johnson
Ombudsman