

The complaint

Mr H and Mrs A complain that Aviva Insurance Limited declined their claim against a travel insurance policy. Reference to Aviva includes its agents.

What happened

Mr H and Mrs A have travel insurance as a benefit of a bank account. During a trip, their activities were disrupted by extreme high temperatures, regional wildfires and wind. The hotel asked guests not to take food to the poolside or beach, recommended guests stay in shaded or indoor areas whenever possible during the hottest hours of the day, drink plenty of fluids and keep umbrellas closed because of strong winds.

Mr H and Mrs A say the core amenities which formed the basis of their trip – tennis courts, the beach, outdoor pools, excursions and a theme park - were inaccessible to them for most of the day.

They returned home on their flight, as planned, and made a claim against the policy. Mr H and Mrs A say their trip was diminished substantially because they were unable to use the hotel and other facilities. They want Aviva to reimburse the cost of their trip.

Aviva declined their claim. It said what happened here wasn't covered by the policy and relied on a general exclusion which excludes any loss not specifically described in the policy. Mr H and Mrs A didn't think that was fair and pursued their complaint.

One of our Investigators looked at what had happened. She didn't think Aviva had acted unfairly in declining the claim. The Investigator said the policy doesn't cover loss of enjoyment or reduced value of a trip where certain facilities can't be used.

Mr H and Mrs A didn't agree with the Investigator. They said their trip was fundamentally disrupted by extreme weather and wildfires leading to the hotel imposing mandatory safety restrictions about the use of beaches, pools, outdoor dining or excursions. Mr H and Mrs A said they lost the core value of their trip. They said the policy covers cancellation and curtailment caused by natural disasters and severe weather. Mr H and Mrs A refer to previous decisions by this service and guidance about effective curtailment. They don't think Aviva has treated them fairly and in line with the consumer duty.

The Investigator considered what Mr H and Mrs A said but didn't change her view. Mr H and Mrs A asked that an Ombudsman consider their complaint, so it was 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.

Through no fault of their own, Mr H and Mrs A's trip wasn't what they'd planned. It's clear they feel strongly about the matter and have provided detailed submissions to support the complaint, which I have read and considered. I trust they will not take as a discourtesy the fact that I focus on what I consider to be the central issue: whether Aviva acted fairly and reasonably in its decision to decline their claim.

I've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Aviva has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers.

I don't uphold this complaint and I'll explain why.

- Insurance policies aren't designed to cover every eventuality or situation. An insurer will decide what risks it's willing to cover and set these out in the terms and conditions of the policy document. In general terms, and as long as consumers are treated fairly, insurers can decide what risks they wish to cover. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy. If the event is covered in principle but is declined on the basis of an exclusion set out in the policy, the onus shifts to the insurer to show how that exclusion applies.
- I've looked carefully at the policy terms. Section '**A. Cancelling or coming home early**' covers unused travel and accommodation costs when a trip is cancelled or cut short because of certain, specified events. The insured events leading to cancellation or curtailment are typical for this sort of policy. Mr H and Mrs A didn't cancel or cut short their trip and they don't have unused travel and accommodation costs. Their claim doesn't fall within this section.
- Mr H and Mrs A say the policy covers cancellation and curtailment caused by natural disaster and severe weather. But the policy covers unused travel and accommodation costs where the insured cancels their trip or returns home early because they or their travelling companion are unable to reach or use the pre-arranged accommodation due to natural disaster, severe weather or fire. That's not what happened here. Mr H and Mrs A didn't cut short their trip and were able to use their accommodation.
- I don't think Mr H and Mrs A have shown their claim falls under one of the agreed areas of cover within the policy. I'm satisfied that Mr H and Mrs A's claim isn't covered by the policy terms. So, Aviva doesn't need to rely on an exclusion in declining it.
- I've also considered whether this leads to a fair outcome in this case. There are circumstances in which we might say a trip has been effectively curtailed. But the event leading to effective curtailment must still be an insured event. That isn't the case here.
- In any event, based on what Mr H and Mrs A have said and provided, it appears they couldn't use some of the hotel facilities or go on excursions during the hottest hours of the day - not all day. The indoor hotel facilities were open to them and the outdoor facilities were usable outside the hottest hours of the day.
- Mr H and Mrs A have referred to other decisions by this service. Each case is considered on its own facts and merits. I've considered the circumstances of their claim and the policy in this case.
- I'm sorry to disappoint Mr H and Mrs A. Their trip wasn't as planned, but there's no

basis on which I can fairly direct Aviva to settle their claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr H to accept or reject my decision before 26 February 2026.

Louise Povey
Ombudsman