

## **The complaint**

Miss C and Mr D have complained about the way Aviva Insurance Limited handled a claim they made on a travel insurance policy attached to their bank account.

As it is Miss C leading on the complaint, for ease, I will mostly just be referring to her in this decision.

## **What happened**

Miss C and Mr D were due to take a trip abroad in October 2024. However, Mr D became ill and was too unwell to travel. They therefore cancelled the trip and made a claim on the policy.

At the time the complaint was referred to this service, Aviva's position was that it was unable to complete its assessment of the claim as Miss C hadn't provided all of the necessary documentation.

In response to the complaint, it maintained its stance about the claim. However, it thought that £50 compensation for distress and inconvenience would be appropriate (although it failed to set this out in its first response to the complaint).

In June 2025, after the complaint had been forwarded to this service, Aviva decided to settle the claim, without the outstanding information, as a gesture of goodwill.

Our investigator thought that Aviva had acted reasonably in the way it handled the claim. It subsequently made an increased offer of £100 compensation, which he also thought was reasonable in the circumstances.

Miss C disagrees with the investigator's opinion and so the complaint has been passed to me for 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.

The ombudsman was established to be a quick and informal service. This doesn't mean we apply any less rigour or care in reaching our decisions. But it does mean that we might not respond to each and every point that has been raised. Miss C has made detailed submissions in support of her complaint. Although I will not be addressing them all, I would like to assure her that I have read and considered everything she has provided.

I've carefully considered the obligations placed on Aviva by the Financial Conduct Authority (FCA). Its 'Insurance: Conduct of Business Sourcebook' (ICOBS) includes the requirement for Aviva to handle claims promptly and fairly, and to not unreasonably decline a claim.

In July 2023, the Consumer Duty was introduced by the Financial Conduct Authority. It sets higher and clearer standards of consumer protection and says that a firm must act to deliver good outcomes for retail clients. So, I've considered, amongst other things, the terms of the policy and the circumstances of the claim to decide whether Aviva handled the claim fairly and in line with the industry guidelines.

Looking at the policy terms, under 'Making a claim', it states:

*'What you need to do*

*(.....)*

*Information to support your claim*

*When you make a claim, we may ask you for:*

- *Proof of booking and any costs paid.*
- *Details of any refund you have been able to obtain.*
- *Evidence that you are not able to recover your costs elsewhere.*

*Please check these terms and conditions carefully to ensure you:*

- *Understand what is and is not covered.*
- *Contact the relevant helpline as soon as you can for assistance.*
- *Keep any documentation that we require. You will need to provide this in order for us to validate and settle your claim - we may refuse to pay your costs where you cannot provide this.'*

The policy terms further state:

*'Claims conditions*

*Your duties*

*You must:*

- *Contact us as soon as is reasonably possible and provide all the information, documents, evidence and help we need to settle your claim or pursue a recovery.*

*Claims*

*You or your legal representative must pay for any certificates, information or other evidence we may need, for example death or medical certificates, police reports or purchase receipts. These costs will not be covered by the policy.'*

Miss C first registered the claim on 17 October 2024 and then provided quite a lot of information on 4 December 2024. On 11 December 2024 Aviva tried to call her to discuss what remained outstanding. As there was no answer, it then sent an email.

Miss C then provided further information on 18 February 2025. Upon reviewing that, Aviva sent a further request, specifically asking for cancellation invoices. Miss C responded to say

that she had sent these already. When she asked for an update on 3 March 2025, Aviva tried to call her again on 4 March 2025, however there was no answer, so it sent another email. She responded to say she couldn't get proof of all cancellations and asked if Aviva had looked through the attachments she sent. In response, Aviva tried to call her again on 7 March 2025, to no avail, so it sent another email. This pattern of contact then continued.

Miss C sent in the signed and stamped medical certificate on 29 April 2025. From her point of view, that was the final piece of documentation that was required. However, Aviva still required further paperwork, such as confirmation of cancellation or no-show letter from one airline and evidence that no refund had been accepted from another airline. Therefore, its requests for information continued into June 2025, at which point it decided to settle the claim as a gesture of goodwill, without the outstanding documentation.

Although Miss C says she provided everything that was required, based on the available evidence, I'm not persuaded that is the case. For example, she's said that the airline doesn't provide no-show letters. However, it was a major airline that does typically provide such proof on request. She hasn't provided any evidence that she tried but failed to get a no-show letter. She had provided evidence of receiving an e-credit from another airline, saying that she had refused the credit. As the policy is designed to cover unrecoverable loss, it was reasonable for Aviva to require evidence that she had attempted a full refund and that the flight credit had been cancelled. In the end, Aviva decided to pay the claim as a gesture of goodwill, on the basis of her assurance that she had no intention of using the credit.

Overall, I'm satisfied that Aviva handled the claim fairly. The information it was asking for was reasonable and I can't see that it caused any unnecessary delays. It acted in a timely fashion by attempting to call Miss C to clarify the situation and then emailing her instead when she didn't answer. Whilst Miss C viewed the repeated requests for information as a deliberate attempt to delay and obstruct the claim, the requests only continued due to the full information not being provided.

For ease, Miss C wanted contacted with Aviva to be in one email chain. I can understand why she might want that for her own records. Aviva said it couldn't comply with that request due to having multiple claim handlers on the case.

I'm not persuaded that the way Aviva communicated was chaotic, as she suggests. She would still have been able to view the emails in chronological order, although I understand she says she had to go to the trouble of creating a system to keep track of what was sent. It's also important to note that we're not the industry regulator. We have no power to regulate the financial businesses we cover, nor to direct them to change their processes or procedures.

Some errors did occur, however. In a letter to Miss C dated 28 April 2025, Aviva referred to Miss C as the party that had been taken ill. I can appreciate this would lead Miss C to believe that Aviva was not paying sufficient attention to the matter at hand. Whilst it initially felt an offer of £50 compensation should be offered, neither that, nor the later improved offer of £100 was directly communicated to her.

The question for me to consider is, what would be an appropriate level of compensation for the distress and inconvenience caused. Miss C has told this service that she would like £4,500.

I'm sympathetic to Miss C's situation. She had to cancel what I'm sure was a much-anticipated trip. Making a claim and dealing with insurers is stressful enough at the best of times. However, I'm aware that this was taking place amidst difficult personal circumstances

and that she suffered a bereavement in mid-April 2025. I'm very sorry for her loss and the more recent loss of her grandmother.

However, as an alternative dispute resolution service, our awards are more modest than she might think, and likely less than a court might award. I've thought about everything Miss C has said, however, on balance, I'm satisfied that £100 is reasonable compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons set out above, I'm satisfied that Aviva Insurance Limited handled the claim fairly and that its offer of £100 compensation for distress and inconvenience is reasonable. So, I am not asking it to do anything more. However, it should pay the £100 now if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C and Mr D to accept or reject my decision before 7 January 2026.

Carole Clark  
**Ombudsman**