

The complaint

Mr B and Ms K are unhappy that Aviva Insurance Limited declined a cancellation claim made under their travel insurance policy ('the policy').

What happened

Mr B and Ms K cancelled a holiday. They say Mr B was unwell the night before with severe sickness and diarrhoea, which continued into the morning of the day they were due to travel abroad.

They say they attempted to drive to the airport which was around 80 miles away. Shortly into the journey, Mr B became unwell and felt faint. They stopped at the side of the road and concluded that it wasn't safe for him to continue to drive on the motorway. They attempted to make arrangements to have their car collected by a recovery service and return them home. When that couldn't be arranged, and after a break, Mr B drove him and Ms K back home via local roads.

Mr B didn't consult with a medical professional about his sickness. And because of this, Aviva declined the claim. Unhappy, Mr B and Ms K complained to the Financial Ombudsman Service. Our investigator looked into what happened and didn't uphold the complaint.

Mr B and Ms K disagreed. So, this complaint was passed to me to consider everything afresh to decide.

I issued my provisional decision, explaining why I was intending to uphold this complaint. I said:

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

Subject to the remaining terms of the policy, the policy does provide cover for cancelling a trip and that includes cancellation if an insured person "falls ill".

I'm satisfied that Mr B and Ms K have provided consistent and persuasive submissions about Mr B's illness and I accept what they say. I'm satisfied that his illness was the primary reason for them ultimately being unable to make their trip, meaning it was cancelled. He was unwell and felt unable to drive the rest of the journey to the airport and then board a flight.

I'm satisfied this is supported by dashcam footage which Mr B told Aviva about when first submitting his claim. This is time and date stamped from when Mr B and Ms K were at the side of the road, on their way to the airport. I can hear Mr B talking about feeling faint and having stomach cramps. He made a call to a recovery service to have their car recovered to prevent him from having to drive. I think that's consistent with what Mr B and Ms K have told us.

I've also seen nothing which persuades me that Mr B and Ms K didn't want to travel for another reason.

The policy document contains conditions, which include:

You...must provide and, if necessary, pay for any certificates, information and evidence we may need to deal with your claim, for example medical...certificates...or other evidence needed to prove your claim.

The cancellation section of the policy doesn't say the insured person must be deemed unfit to fly because of illness for a cancellation claim to be considered. However, I am satisfied that it's common industry practice for an insurer to request medical evidence to substantiate a claim related to a medical condition. And it's for Mr B and Ms K to establish that they have a valid claim under the policy.

I'm satisfied that Mr B and Ms K have provided sufficient evidence in support that Mr B was unwell and that led to them cancelling their trip. Mr B's illness fell over a weekend, so I can understand why he didn't visit his GP about this.

Aviva says it could've accepted evidence that Mr B had contacted 111 on the day. Although, I think Mr B could've phoned 111, I can understand why he didn't, given his symptoms and his assumption that this was most probably a sickness virus. I'm also not persuaded that a 111 advisor would've been able to definitively advise whether Mr B was fit to fly and it would've been based on his reporting of symptoms. The dashcam footage from the time details his symptoms as reported to the recovery service.

Further, a few weeks after the cancelled trip, and after a claim was made on the policy, Aviva did tell Mr B that it was unable to consider his claim because it hadn't received information in respect of his symptoms from a medical professional.

When replying to Aviva on 23 December 2024, Mr B asked:

If I were to speak to a medical professional now, and assuming they agree, they confirm that the action I took was the best one in the circumstances, would that meet your needs for the claim?

Aviva didn't reply to this until 17 January 2025, when issuing its final response and said:

If your doctor would now consider stating that you were ill at the time of your claim, we would be able to consider this. However, as the time has now passed, I wouldn't think that a doctor could confirm this, after the event has passed.

So, I can understand why Mr B didn't seek to obtain confirmation from his GP retrospectively.

I'm satisfied that the dashcam evidence provided by Mr B and Ms K is persuasive evidence that Mr B was unwell and felt unable to continue travelling. In the absence of medical evidence from the time, I think it's fair and reasonable to rely on this contemporaneous evidence which supports the cancellation claim.

Therefore, in the particular circumstances of this complaint, I'm not persuaded that Aviva has fairly and reasonably declined the claim on the basis that Mr B and Ms K haven't established that an insured event had taken place under the cancellation section of the policy.

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I invited both parties to provide any information in response to my provisional decision.

Aviva accepted my provisional findings.

So, did Mr B and Ms K, although they did say that given the time and effort taken to get this far, if Aviva accepted the claim (upon reassessment), it should waive the excess of £100 under the policy. Otherwise, there's no penalty.

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.

Having done so, I find no compelling reason to depart from my provisional decision. I've taken into account what Mr B and Ms K says about the excess but I'm directing that the claim be reassessed subject to the remaining policy terms.

I know I've found that the reason put forward by Aviva to decline the claim wasn't fair and reasonable in the circumstances, but this was a finely balanced case. So, I don't think it would be fair and reasonable to direct Aviva to pay any compensation to Mr B and Ms K for the impact of them having to challenge the original claims' decision. And the awards made by the Financial Ombudsman Service aren't punitive in nature.

So, for these reasons, and reasons set out in my provisional decision (an extract of which is set out above and forms part of this final decision), I uphold this complaint.

Putting things right

I direct Aviva to reassess the cancellation claim on the basis that the holiday was cancelled because of an insured event (Mr B's sickness). This should take place within 28 days from the date we notify Aviva that Mr B and Ms K accept this final decision.

My final decision

I uphold this complaint and direct Aviva Insurance Limited to put things right as set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms K to accept or reject my decision before 20 January 2026.

David Curtis-Johnson
Ombudsman