

The complaint

Mrs S and Mr S complain Aviva Insurance Limited (Aviva) hasn't agreed to reimburse the costs of flights they paid for under their travel insurance policy.

This complaint has been brought by both Mrs S and Mr S, but as Mrs S has been leading in this complaint, and for ease, I've referred to her throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mrs S was abroad when she unfortunately had an accident requiring surgery. Mr S, who was in the UK at the time, reported the claim to Aviva and then travelled to be with Mrs S. He booked a premium economy ticket on his outbound journey and a business class ticket for his return journey.

Mrs S was unable to travel back on her original flight which meant Mr S had to pay to amend his return journey. Mrs S requested Aviva reimburse the cost of Mr S's flights, and the cost to change his return flight to a later date. She also claimed for clothes both she and Mr S had to purchase whilst abroad.

Aviva agreed to settle Mrs S's claim but didn't reimburse her the cost of Mr S's flights or the flight amendments as it said this hadn't been agreed by its medical assistance department. It also said the clothes weren't covered under the terms of the policy.

Mrs S raised a complaint with Aviva. She didn't think it was reasonable Aviva hadn't covered the cost of Mr S's flights or the clothes they had purchased. She also said the settlement included a number of calculation errors.

On 22 May 2025 Aviva issued Mrs S with a final response to her complaint. It apologised for the calculation errors and confirmed it had passed this back to its claim team to correct. It also said the clothes Mrs S had purchased weren't covered under the terms of the policy. In relation to the flights it said it would agree to cover the cost of an economy ticket and so would pay just over £2,750. Mrs S referred her complaint to this Service.

Our Investigator looked into things but didn't uphold the complaint. Mrs S didn't agree with our Investigator. She provided a detailed response but in summary she said Mr S had booked the only seats available in order to enable him to return with Mrs S on her originally scheduled flight. She also said Aviva didn't provide any advice about flights or costs when Mr S made it aware he was intending to travel to be with Mrs S.

As an agreement couldn't be reached, the complaint has been 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.

I want to acknowledge I've summarised Mrs S's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs S and Aviva I've read and considered everything that's been provided.

It also appears that some of the complaint points Mrs S has raised have fallen away. So, I've focused my decision on the issue which is outstanding, which is the reimbursement of Mr S's flights and the flight amendment.

Aviva has reimbursed Mrs S the cost of an economy ticket and declined to cover the cost of the flight amendment. So, I've considered whether I think this is reasonable in the circumstances.

The terms of Mrs S's policy state Aviva will provide cover for:

- *'The necessary travel and accommodation costs for a person who has to stay with the insured person or travel to be with the insured person, where we agree this is necessary.'*

So, Aviva are only required to pay for Mr S's necessary travel costs. And, based on the evidence provided, I don't think it was unreasonable for Aviva to conclude the premium economy and business class tickets weren't necessary travel costs.

I'm not persuaded Aviva had a reasonable opportunity to assist with Mr S's travel arrangements before he booked them. At the point Mr S had booked his flights Aviva had only received basic information about the incident, and so wouldn't have yet known if was necessary for Mr S to travel to be with Mrs S.

I'm satisfied if Aviva had the opportunity to assist in Mr S's travel arrangements it wouldn't have arranged or agreed to reimburse anything other than economy flights. I'm also persuaded that Aviva wouldn't have recommended Mr S book a return flight as it hadn't been confirmed when Mrs S would be able to travel back to the UK.

Mrs S has said it was necessary for Mr S to book a return flight otherwise he may have been denied entry to the country. However, given Mrs S's circumstances at the time, I don't think this was likely. And even if I were persuaded it was necessary for a return flight to be booked, I don't think Aviva would have agreed to reimburse a business class flight in the circumstances.

Mrs S has said her and Mr S swapped seats on the return, and it was necessary for her to return to the UK on a business class flight given her injury. However, I've not seen medical evidence which confirms it was medically necessary for Mrs S to return on a business class flight.

I acknowledge Mr S's reasons for booking the flights that he did, however the terms of his policy explain Aviva are only required to pay Mr S's necessary travel costs. And I'm satisfied it was reasonable for Aviva to conclude only economy flights were necessary in the circumstances.

Aviva has said it based its settlement on the cost of economy flights according to its travel team. It has said it is unable to provide evidence of this given the time that has passed. On balance, I'm persuaded Aviva did speak to its travel team when calculating the cost of

economy flights. But in any event, it has provided more recent evidence from its travel team showing last minute economy flights would cost around £1,400. So, I'm satisfied its settlement of just over £2,750 is reasonable in the circumstances.

I'm aware this will be disappointing for Mrs S. However, for the reasons I've outlined above, I don't require Aviva to reimburse Mrs S anything further.

My final decision

For the reasons I've outlined above, I don't uphold Mrs S and Mr S's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 17 February 2026.

Andrew Clarke
Ombudsman