

The complaint

Mr and Mrs H are unhappy that Aviva Insurance Limited haven't fully settled a claim they made on their travel insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I'm sorry to read of the circumstances that led to Mr and Mrs H making a claim. I can appreciate it was an upsetting and distressing experience for them and I have a lot of empathy with their circumstances.

The relevant rules and industry guidelines say that Aviva has a responsibility to handle claims promptly and fairly. And they shouldn't decline a claim unreasonably.

The policy covers:

- Unrecoverable costs that the insured person has paid (or legally has to pay) for their own unused personal travel and accommodation, as well as their own unused pre-paid costs associated with the trip.

There's an exclusion in the policy which says there is no cover for:

“Any claim because an insured... does not enjoy the trip.”

I'm not upholding this complaint because:

- The policy specifies the risks that are covered. Mr and Mrs H's circumstances are not an insured event under the policy. That's because Mr and Mrs H were able to use their accommodation even though they were unwell. So, on a strict application of the policy terms there is no cover available.
- Aviva agreed to pay the costs associated with the unused excursion. The excursion was cancelled and didn't go ahead at all. So, that's different to the position in relation to the accommodation, which was used.
- I appreciate that Mr and Mrs H couldn't use all the facilities and utilise the benefits of the all-inclusive resort because they were unwell. However, this was a small part of a longer trip. And I think it is reasonable to conclude that this was loss of enjoyment of the facilities rather than an insured event under the policy.

- I've thought about whether it's fair and reasonable to direct Aviva to pay the claim outside of the policy terms. No travel insurance policy covers every eventuality. Lots of travel insurance policies contain similar exclusions relating to loss of enjoyment. So, this further persuades me it's not fair and reasonable to uphold this complaint.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 9 March 2026.

Anna Wilshaw
Ombudsman