

The complaint

Mr and Mrs G have complained that Aviva Insurance Limited declined a claim they made on a travel insurance policy.

What happened

Mr and Mrs G were on a trip abroad in September 2025 when Mrs G was diagnosed with breast cancer. Whilst the medical expenses were covered by private medical insurance, they made a claim on the travel policy for costs associated with Mrs G's treatment and their enforced extended stay abroad.

Aviva declined the claim on the basis that the circumstances are not covered under policy terms.

Our investigator thought that Aviva had acted reasonably in declining the claim. Mr and Mrs G disagree 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.

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.

Mr and Mrs G embarked on a trip abroad on 2 August 2025, with a planned return date of 11 September 2025. They have access to a family holiday home in the country in question and also hold private medical insurance there. Mrs G underwent a routine mammogram at the beginning of September 2025 and, unfortunately, was subsequently diagnosed with breast cancer. They stayed abroad so that Mrs G could complete her treatment and were away for five and a half months in total.

There's no question that Mr and Mrs G have been open and honest in their explanation of what happened. The medical advice was that Mrs G should undergo surgery urgently and so they made a decision to stay abroad, where they were confident that she would receive good care. There would have been an unnecessary risk to her health caused by a delay to treatment if they had opted for a return to the UK. They have also more recently explained that the diagnosis triggered a bout of extreme anxiety in Mrs G.

Of course, the primary concern was to get Mrs G the best treatment as soon as possible. It therefore stands to reason why they made the decision to remain abroad for the entirety of her treatment. There's no suggestion that they should have done anything differently in their situation. Whilst there is no question about that, the matter at hand is whether those circumstances are covered under the policy terms.

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. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

Looking at the policy terms, under 'General exclusions', it states:

'These exclusions apply to all sections of this worldwide travel insurance.

• Any complication or new condition found as a result of any advice, treatment or investigations where you have travelled with the intention of seeking medical advice or treatment.'

They say they didn't travel with the intention of seeking treatment. The main purpose of travel was to have a family holiday. Mrs G did have a routine mammogram whilst she was there, as she'd been doing for many years. They had thought the results, yet again, would be clear, and the scheduling of their return for 11 September 2025 demonstrates that they expected nothing different. The mammogram wasn't booked prior to leaving the UK and the trip happened to coincide with the timing of when Mrs G would usually have a mammogram as part of an annual check-up.

Whilst the mammogram wasn't booked in advance, Mrs G was in the habit of having this check-up abroad every 12 to 14 months. Therefore, it's reasonable for Aviva to consider she was always intending to include the mammogram as part of this trip. Whilst obviously not expecting the worst, there was always the possibility that the mammogram might show up an abnormality, as it did in this instance.

Due to the routine nature of the test, they don't think that annual screening can be described as an investigation. They think that Aviva has applied the term too broadly to decline the claim. Whilst it wasn't undertaken in response to any symptoms Mrs G had, the mammogram was essentially investigating whether there had been any changes since the last time. The advice sought was to have peace of mind about her health. Overall, I'm again satisfied it was reasonable for Aviva to conclude that, in arranging the mammogram abroad, Mrs G had been seeking advice or investigations.

Looking again at the policy wording above, it is clear that Aviva's intention is to exclude cover for claims stemming from the diagnosis of new conditions resulting from planned investigations abroad. Based on the available evidence, I'm satisfied that Mrs G's cancer is caught by that exclusion.

Mr G says that they aren't claiming for any medical costs, only other out of pocket expenses pertaining to her treatment and extended stay abroad. However, these expenses were incurred as a consequence of Mrs G's diagnosis. As her medical condition is not a covered event, it follows that any costs flowing from that event are also not covered.

Mr G says that Aviva initially accepted the claim. I haven't seen any evidence of that being the case. Mr G first contacted Aviva on 5 September 2025 and I can see that they emailed him that day to say that some checks may need to be completed before cover could be confirmed. There was no guarantee that the claim would be accepted.

The policy provided cover up to their original return date of 11 September 2025. Mr G is dissatisfied that Aviva refused to extend cover beyond that date. In the case of medical claims that have been accepted, the policy period would be extended to cover the time where a policyholder is unable to return to the UK. However, as the claim wasn't accepted here, there was no obligation for Aviva to extend cover.

Mrs G has said that she is recovering well, which I'm very glad to hear. I send my best wishes to both her and Mr G. I have a great deal of sympathy for their situation. It must have been a very frightening and stressful time, and they are out of pocket for the extra expenses they incurred. However, the matter at hand is whether Aviva has done anything wrong – and I'm unable to conclude that it has.

Based on the available evidence, I'm satisfied that it was fair and reasonable for it to decline the claim, in line with the policy terms and conditions. It follows that I do not uphold the complaint.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 11 March 2026.

Carole Clark
Ombudsman