

The complaint

Mr K complains that Aviva Insurance Limited declined his claim against a travel insurance policy. Reference to Aviva includes its agents.

What happened

Mr K has travel insurance underwritten by Aviva as part of a package linked to his current account. During a trip, he missed his connecting flight and incurred additional costs arranging new flights. Mr K says he missed the connection because his first flight arrived ten minutes late, the airport was very busy, and the check-in desk for the second flight closed while he and many others were in the queue.

Mr K made a claim against the policy for the additional flight costs. Aviva asked him for further information, including information from the airline, which Mr K says he struggled to obtain. Aviva subsequently declined Mr K's claim and said what happened here wasn't covered by the policy. It acknowledged it should have identified this earlier and offered Mr K £150 compensation. Mr K didn't think that was fair and pursued his complaint. He wants Aviva to settle his claim.

One of our Investigators looked at what had happened. He didn't think Aviva had treated Mr K unfairly or unreasonably in requesting supporting evidence or in declining his claim. The Investigator thought that the compensation of £150 Aviva had already offered in relation to service issues was fair and reasonable.

Mr K didn't agree with the Investigator. He said he tried to get information from the airline but received no response. The Investigator considered what Mr K said but didn't change his view. Mr K asked that an Ombudsman consider his complaint, so it was 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've taken into account the law, regulations and good practice. Above all, I've considered what's fair and reasonable. The relevant rules and industry guidance say Aviva has a responsibility to handle claims promptly and fairly and must act to deliver good outcomes for retail consumers. I don't uphold this complaint because I think the steps Aviva has already taken are fair and reasonable. I explain my reasons below.

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. In general terms, and as long as consumers are treated fairly, insurers can decide what risks they wish to cover. The onus is on the consumer to show the claim falls under one of the agreed areas of cover within the policy.

I've looked carefully at the policy terms. They allow Aviva to request information to support a claim. I don't think Aviva was at fault in asking Mr K to provide evidence. I appreciate Mr K had difficulty getting information from the airline. In some circumstances, we might say it's fair for an insurer to decide a claim without evidence from the airline and to proceed on the basis of what's likely to be the reason for what happened. However that does not assist Mr K here because the circumstances he describes aren't covered by the policy.

The policy covers reimbursement of unexpected additional travel costs if pre-paid travel plans are disrupted for certain, specified reasons such as: being unable to reach the departure point because of a natural disaster, severe weather, fire or explosion; the airline's insolvency; flight cancellation or delay of more than 12 hours; or denial of boarding because there are too many passengers on the flight. It also provides for reimbursement of alternative travel costs if pre-booked transport is missed because of an unexpected transport delay, such as public transport being delayed or cancelled. These terms are common in policies of this type.

Mr K says he missed his connecting flight because his first flight was ten minutes late, the airport was crowded, and the check-in closed whilst he and many others were in the queue. However, the evidence Mr K has provided indicates that it was the flight he missed (his second flight) that was delayed by ten minutes, not his first flight. So I don't think Mr K has shown that he missed his second flight because his first flight was delayed.

In any event, there was more than two and a half hours between the scheduled arrival time of Mr K's first flight and the departure of his second flight. Based on Mr K's account, it appears he missed his second flight because the airport was crowded and the airline closed check-in before he reached the front of the queue. These circumstances are not covered by the policy. I don't think Mr K has shown the claim falls under one of the agreed areas of cover within the policy. Aviva therefore declined Mr K's claim in line with the policy terms and conditions.

I've also considered whether it would be fair and reasonable to direct Aviva to settle the claim outside the policy terms. In the particular circumstances here, I don't think there are grounds to do so. I appreciate that is disappointing for Mr K. Through no fault of his own, he incurred additional expense but it's not something I can fairly ask Aviva to reimburse in this case.

Aviva acknowledged it should have realised sooner that Mr K's claim wasn't covered by the policy. It offered Mr K compensation of £150 in relation to that service failing. I think that's fair and reasonable. If Mr K wishes to accept that offer, he should contact Aviva directly.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 10 March 2026.

Louise Povey
Ombudsman