

The complaint

Mr L has complained about the advice and information Aviva Insurance Limited ('Aviva') gave to him when he called to ask about an upgrade for his travel insurance.

What happened

Mr L has a travel insurance policy with his bank account, underwritten by Aviva. He was abroad when he called Aviva and asked whether he would need to purchase a trip extension due to his trip duration. Aviva said Mr L couldn't purchase the extension due to his recent medical history so he bought an alternative policy.

Mr L complained and unhappy with Aviva's response, referred his complaint to the Financial Ombudsman Service.

Aviva made an offer to resolve the complaint which Mr L wasn't happy with. Our investigator looked into the complaint and found that Aviva's information was unclear and recommended that it pay £150 compensation to Mr L for the distress and inconvenience caused to him.

Aviva agreed but Mr L asked for an Ombudsman's decision. And so the case has been passed to me.

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 agree that this complaint should be upheld. I'll explain why.

- The relevant rules and industry guidelines say an insurer should provide appropriate guidance.
- The background to this matter is well known to both parties. So I won't repeat the facts here again. Instead I will focus on what I consider to be key to my conclusions and the crux of this complaint.
- Mr L is unhappy about Aviva's policy wording. I should start by saying that I can't make Aviva change its policy wording. But I can say whether I think it's clear or not.
- Mr L has said the definition of trip isn't clear. Trip is defined as "*...a journey that begins and ends in England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man (UK)*". And for trip duration, the policy says: "*We'll provide insured persons with the cover set out in these terms and conditions for trips up to a maximum of 31 days.*"
- I don't agree that the definition of trip is unclear. It is defined as a journey and confirms the start and end point. In relation to trip duration, "day" isn't defined but the ordinary meaning would be applied. So the trip duration would be calculated (using

the number of days) from the point Mr L started his journey, to when he returned to the UK.

- I don't think the definition of trip is unclear and Aviva has calculated the duration based on dates. I don't think that is unreasonable and I don't see that this has caused Mr L a loss as he called to enquire about the trip duration and was given consistent information about the number of days (32).
- Aviva explained that as Mr L's trip was calculated as 32 days, a trip upgrade would be needed. I have looked at what the policy says about this. It says: *"If anyone insured by this policy is planning a trip that will last longer than 31 days, this upgrade will provide cover for the entire duration of the trip up to a maximum of 120 days....Keep in mind...To ensure you are fully covered you should buy an upgrade at the point of booking the trip...There's no cover for any incident that happens during a trip if it occurs after 31 days unless you have purchased an upgrade in which case there is no cover once the selected upgrade duration expires."*
- Aviva now accepts that Mr L didn't need to tell it about the injury he had as it was on the accepted conditions list. However, its underwriting criteria says a trip extension would have been refused as Mr L had had treatment whilst abroad. And that Mr L would have needed to have bought the upgrade at the point of booking the trip. I think the terms are clear about when the upgrade would need to be bought. But I don't think the adviser Mr L spoke to provided clear and accurate information about the cover he had for the 31 days, which might have led him to believe he had no cover. So I need to consider what the appropriate remedy would be for this failure.
- Mr L bought a separate policy to cover him for the additional days and this cost less than what it would have cost him had Aviva allowed a trip extension. So Mr L hasn't suffered a financial loss in any case. However, he was given contradictory information about whether he needed to declare a condition/injury which was on the accepted conditions list and also whether he was covered for his trip. This caused him distress, inconvenience and frustration for which the investigator has recommended a total compensation award of £150. Aviva has agreed to this.
- Our compensation award bands for distress and inconvenience can be found on our website. An award of between £100 and £300 might be fair where there are repeated small errors or a large single mistake requiring a reasonable effort to sort out, that lasts days or weeks. Mr L has said he had to spend time and effort in querying Aviva's policy terms. I am satisfied £150 compensation is appropriate and fair as Aviva could have provided better and clearer information when he called. But the matter wasn't long lasting and Mr L wasn't eligible for a trip upgrade at the point he called and he did get cover elsewhere.

My final decision

For the reasons set out above, I uphold this complaint and direct Aviva Insurance Limited to pay Mr L a total of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 May 2026.

Shamaila Hussain
Ombudsman