

The complaint

Mr B and Ms V are unhappy with the way Aviva Insurance Limited handled a claim made under a travel insurance policy.

All reference to Aviva includes the agents appointed to provide medical assistance and handle claims and complaints on its behalf.

What happened

Mr B and Ms V were abroad in July 2025, and Mr B was admitted to hospital overnight for suspected angina. He underwent blood tests, X-rays and a coronary CT angiogram. He was told that nothing acute was happening and discharged the following day. He and Ms V intended to continue with their planned trip.

Mr B contacted Aviva and it asked whether Mr B had been deemed fit to fly. As the hospital hadn't commented on this, Aviva requested that Mr B make a medical appointment to confirm that he was fit to fly.

Mr B initially saw a GP and was advised that a cardiologist would need to assess his fitness to fly. Mr B managed to secure a cardiology appointment for the end of August 2025.

Aviva initially understood the appointment to be at the end of July rather than the end of August. Once it realised that the appointment had been arranged for the end of August, it attempted to secure an earlier consultation for Mr B. Initially, it secured an appointment for 18 August 2025, but it was then informed that earlier appointments could be made for either 12 or 13 August 2025.

Mr B said, in principle, he was willing to attend the appointment with a cardiologist. But he wanted to ensure that they had sight of all medical information from the hospital he'd been discharged from in July 2025 and his medical history about his heart from medical professionals in the UK.

Aviva said that it would try to get the information from the treating hospital but there was likely to be a long wait. It said that the discharge report should be sufficient and the cardiologist should be able to make their own assessment about whether Mr B was fit to fly.

In early August 2025, Mr B also visited another hospital because of recurring symptoms. He told Aviva that it was also important for the cardiologist to also have sight of the medical information held by that hospital too.

Aviva said it would request this information but, again, it may take some time for this to be provided. It reiterated that this information wasn't needed to enable the cardiologist to assess whether Mr B was fit to fly.

Matters reached an impasse, and Mr B was ultimately informed by Aviva that cover would be withdrawn on midnight 19 August 2025, if he didn't attend the cardiology appointment arranged for 18 August 2025 to assess whether Mr B was fit to fly.

Mr B didn't attend the appointment and cover was withdrawn. Aviva said once it had been established that Mr B was fit to fly, it would assist with and cover the repatriation flights back to the UK.

Mr B had raised concerns about the approach taken by Aviva. Aviva issued a final response dated September 2025, maintaining its position that it fair for it only cover costs up to and including 18 August 2025.

It did identify some errors in the way the claim was handled and the medical assistance provided. It apologised and offered Mr B £400 compensation.

Unhappy, Mr B and Ms V brought a complaint to the Financial Ombudsman Service. Our investigator looked into what happened and concluded that the offer made by Aviva was fair. Mr B disagreed and raised points in reply. These didn't change our investigator's opinion.

So, this complaint has been passed to me to consider everything afresh 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 considered all the points made by the parties along with all the other evidence. I won't respond to each of these. I hope everyone understands that no discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

The rules that govern the Financial Ombudsman Service allow me to do this as we are an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every point to fulfil my statutory remit.

In considering what is fair and reasonable in all the circumstances of the case, I've taken into account all relevant law and regulations, regulator's rules, guidance and standards, codes of practice and good industry practice at the relevant time.

This includes Aviva's regulatory obligation to handle insurance claims promptly and fairly, not to unreasonably decline a claim and the Consumer Duty.

The decision to withdraw cover with effect of 19 August 2025

I have a lot of empathy to what happened to Mr B whilst abroad. I appreciate how worried he and Ms V must've been.

I'm sorry to disappoint them but for the reasons set out below, I'm satisfied Aviva acted fairly and reasonably by withdrawing cover with effect of 19 August 2025.

Subject to the remaining terms and conditions, the policy does provide cover for emergency medical treatment.

The policy also says:

In the event of a claim for injury or illness, we may request and pay for you to be medically examined on our behalf.

Neither of the hospitals Mr B visited whilst abroad (in July 2025 or in early August 2025) provided any insight into whether Mr B was fit to fly.

I'm satisfied that Aviva fairly and reasonably requested that Mr B attend a cardiologist appointment to meet with Mr B and report on his fitness to fly.

Aviva's medical team advised that the cardiologist would be able to make that assessment, having consulted with Mr B, discussed his history and having considered the discharge report from July 2025.

Aviva also said that other past medical reports weren't required to establish fit to fly status. And if previous records became available by 18 August 2025 these could be reviewed also but it wasn't essential.

Aviva also said in an email to Mr B dated 14 August 2025 that:

If at the appointment on 18 August 2025 the cardiologist does not deem that you are fit to fly or cannot confirm without a further ECG or bloodwork then cover will continue and we will arrange for those test [sic] for you.

I don't think that's unreasonable.

It isn't disputed that Mr B didn't attend the appointment on 18 August 2025 (although he says he was willing to attend a cardiology appointment if the cardiologist had access to his medical history).

I'm satisfied that Aviva had given reasonable notice that it wouldn't cover any costs after 18 August 2025, if Mr B didn't attend the appointment on that date. In the circumstances, I'm satisfied that Aviva fairly withdrew cover but said once he was deemed fit to fly, it would cover repatriation costs back to the UK (as I would reasonably expect in the circumstances here).

So, I think Aviva acted fairly and reasonably by saying it wouldn't cover any other out-of-pocket expenses after 18 August 2025, including accommodation and food costs.

Mr B has also referred to the extension of cover terms found under the "things you need to know about this travel insurance" section of the policy. This says if the insured can't get back to the UK before the trip limit ends (which was the case here), the insurance will remain in force:

For as long as it is deemed medically necessary by us for the insured person to remain abroad (having consulted with their treating doctor), providing there's a valid claim for emergency medical treatment under this policy.

However, Aviva's medical team had very limited and up-to-date medical information to consider whether Mr B was fit to fly. That's why Mr B was asked (reasonably, in my view) to attend a cardiology appointment close to where he was staying. And a medical professional abroad hadn't deemed whether he was fit to fly (and if so, on what basis).

So, it wasn't clear whether it was medically necessary for Mr B to remain abroad.

Without more medical evidence – which would've included the opinion of a cardiologist – Aviva was prevented from assessing whether Mr B was fit to fly or whether it was medically necessary for him to remain abroad.

I don't think it would be fair and reasonable for Aviva to wait for Mr B's medical records to have been made available – which could've taken many more weeks – before arranging for Mr B to meet with a cardiologist and provide an opinion on whether he was fit to fly.

I've also considered a translated letter Mr B says is from the clinic through which he made the initial appointment for 28 August 2025. That says:

...we have not received any medical report, imaging, or discharge related to your most recent hospitalisation...

Indeed, as you mentioned, these documents are essential for [name of doctor] to be able to carry out a complete and safe clinical evaluation of your fitness to fly.

I note this letter doesn't refer to needing Mr B's medical history from his medical professionals in the UK. And it doesn't explain why the other information is needed.

It's also not clear from the letter whether the facility had been told that Aviva had been willing, in principle, to cover other follow up investigations if the assessment of whether Mr B was fit to fly was inconclusive based on the consultation, the initial discharge report and Mr B explaining his medical history.

So, this letter doesn't change my thoughts about whether Aviva acted fairly and reasonably by withdrawing cover.

The assistance provided

I'm satisfied that Aviva acted reasonably by not disclosing the name of its medical professionals (who advised that Mr B should attend a cardiology appointment abroad to assess his fitness to fly without the medical records Mr B wanted to ensure was available). I don't think there was an obligation on it to do so. And I've got no reason to doubt that the medical professionals referred to in Aviva's notes were qualified nurses/doctors, as stated.

In its final response, Aviva do accept that it should've provided better assistance at times. Aviva says that:

- Mr B should've been informed earlier that a fitness to fly certificate would be required and this would've better managed his expectations. I'm satisfied this would've been unnecessarily frustrating for Mr B and Ms V.
- Aviva had initially agreed to Mr B attending a cardiology appointment at the end of August but this was because it had wrongly believed the appointment to be at the end of July. It accepts this was its error. I'm satisfied this would've been frustrating and confusing for Mr B and Ms V to then be told that an earlier appointment would be needed.

I'm satisfied the £400 compensation offered by Aviva fairly reflects the impact on Mr B and Ms V, and the distress and inconvenience caused because of these errors.

My final decision

Aviva Insurance Limited has already made an offer to pay £400 compensation.

I find this offer is fair in all the circumstances. So, my decision is that Aviva Insurance Limited should pay Mr B and Ms V £400 compensation for distress and inconvenience.

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

David Curtis-Johnson
Ombudsman